BIDDERS'S NAME: 2-2

PRICE: 2-3d

SUBS: 2-7

\_\_\_SD DAILY TRANSCRIPT

BB:

2-9

ESTIMATE: \$3,300,000 to \$3,460,000

VCB\ABSTRACT	OPENING DATE: 5/14/15 at 2:00 P.M.
SOLICITATION NO. 6862	SUPPLIES OR SERVICES: Countywide Asphalt Overlay Fiscal Year 2014/2015

OFFEROR/BIDDER	Base Bid Total	Base Bid + Add. Alt. 1	Base Bid + Add. Alt. 1-2	Base Bid + Add. Alt. 1-3	Base Bid + Add. Alt. 1-4	Base Bid + Add. Alt. 1-5
TC CONSTRUCTION CO	\$ 2,096.124.20	\$2,553,437.42	\$ 2,864,422.92	\$3,150,361.22	\$3,455,159.17	\$3,652,097.17
PAL GENERAL ENG.	1,787,298 -	2,271,144-49	2,621,385.29	2,765,383.66	3,066,483.20	3,256,789 -
SRM CONTRACTING & PAVING	1,942,180 -	2,423,813 -	2,725,935_	2,859,680-	3,135,550-	3, 315,650 -
HAZARD CONSTRUCTION	1,980,611.10	2,509,898.30	2, 864, 686.60	3,029,981.80	3, 373, 549.40	3,622,589.40
DALEY CORPORATION	1,864,476-	2,327,135.80	2, 629,949.70	2,752,638.55	3,029,558.85	3,224,551.05
PAVE TECH, INC.	2, 125, 256.73	2,700,019.18	3,052,199.68	3, 252, 148.66	3,546,473.59	3,817,011.09
GEORGE WEIR ASPHALT	2,289,877.40	2,890,950.84	3,283,433.11	3, 435, 803.51	3,794,182.16	4,021,275.86

BIDS TO DEPARTMENT: DATE:	DISTRIBUTION:FRONT DESKPCO
Received	

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award survey, and the bid being non-responsive.

BID OFFICER:

DATE: 5 14 15

# Bids Received

SD CHTY PURCH \*15 MAY 14 PM 01 83

The state of the s

RFB 6862

TC CONSTRUCTION CO. 10540 Prospect Ave. Santee, CA 92071

COUNTY OF SAN DIEGO DEPT. OF PURCHASING AND CONTRACTING FRONT DESK 5560 OVERLAND AVE., SUITE 270 SAN DIEGO, CA. 92123

BID FOR: COUNTYWIDE ASPHALT OVERLAY FISCAL YEAR 2014-2015

BID DATE: 5-14-15

BID TIME: 2:00PM

#### STATE OF CALIFORNIA COUNTY OF SAN DIEGO PROPOSAL TO THE BOARD FOR

#### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015 ORACLE PROJECT NO. 1019235

RFB NO. 6862

Name of Bidder	TC Construction Co. Inc.
Business Address _	10540 Prospect Ave., Santee, CA 92071
– Place of Residence	N/A
	LOCATION

The work to be performed under this Contract is located in various locations, in the County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and Special Provisions annexed hereto and including Addenda Nos. 1,2, and \_\_, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006; the Amendments to said Standard Specifications contained in Part VI of these Contract Documents; the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents; and select specifications from the "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition; and the 2012 Regional Supplement to "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition, as cited in the Technical Provisions of this Contract Document.

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

7/14

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

#### The County may deem non-responsive any bids that contain any mathematical errors.

#### BASE BID SCHEDULE

	(Sharpeson #1019233)							
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)			
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	9,800			
2	Construction Site Management	LS	LS	LS	4,700			
3	Plane Asphalt Concrete Pavement (Edge Grind)	7,835	SY	2.00	15,070			
4	Plane Asphalt Concrete Pavement (Header Cut)	2,072	SY	4.00	8,288			
5	Asphalt Concrete (Leveling)	4	TON	750.00	3,000			
6	Cold-In-Place Recycling	56,588	SY	9.00	509,292			
7	Emulsified Recycling Agent	258	TON	770.00	198,00D			
8	Asphaltic Emulsion (Fog Seal Coat)	24	TON	790.00	18,940			
9	Asphaltic Emulsion (Fog Seal Dike)	1	TON	480.00	480.00			
10	Sand Cover	57	TON	324.00	18,468			
11	Asphalt Concrete, Type A	164	TON	227.00	37,228			
12	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	10,804	TON	101.00	1,091,204			
13	Replace Asphalt Concrete Surfacing	70	CY	245.00	18,550			
14	Place Asphalt Concrete Dike	435	LF	15.00	U,525			
15	Shoulder Backing	211	CY	143.00	30,173.00			
16	Minor Concrete (Curb Ramp)	2	CY	3,500	7,000			
17	Paint Traffic Stripe (2-Coat)	72,184	LF	0.55	39,701.20			
			1	1	1			

#### BASE BID SCHEDULE (Continued)

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	OUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
18	Preformed Thermoplastic Pavement	1,330	SF	14.00	18,420
19	Pavement Marker, Retroreflective	2,145	EA	3.00	6,435
20	Adjust Survey Monument Cover (M-10)	23	EA	U10,00	14,030
21	Adjust Manhole Cover	11	EA	190.00	2,090
22	Portable Changeable Message Sign	2	EA	7,300	14, 600
23	Rumble Stripe	10,200	LF	0.75	7,450
24	Field Orders	15,000	DLR	1.00	15,000.00

#### ADDITIVE ALTERNATE 1 SCHEDULE

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	4,000
2	Construction Site Management	LS	LS	LS	3,500
3	Plane Asphalt Concrete Pavement (Full Width)	35,074	SY	1.83	104,185.42
4	Asphalt Concrete, Type A	66	TON	219.00	14,454
5	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	3,630	TON	85.00	308,550
6	Replace Asphalt Concrete Surfacing	30	CY	247.00	8,010
7	Replace Asphalt Concrete Dike	100	LF	18.00	1,800
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	500.00	500.00
9	Minor Concrete (Curb & Gutter)	15	LF	4.00	940.00
10	Minor Concrete (Curb Ramp)	5	CY	2,900	14,500
11	Paint Traffic Stripe (2-Coat)	21,773	LF	0.60	13,003.80
12	Pavement Marker, Retroreflective	650	EA	3.00	1,950
13	Preformed Thermoplastic Pavement Marking	640	SF	4.00	3,840
14	Portable Changeable Message Sign	2	EA	4,000	8,000
15	Field Orders	10,000	DLR	1.00	10,000.00
15	Field Orders			1.00 ERNATE 1 TOTAL	

#### ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1019235)

				(Onarpecont #		
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL	
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)	
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	9,300	
2	Construction Site Management	LS	LS	LS	2,500	
3	Plane Asphalt Concrete Pavement (Header Cut)	433	SY	14.00	4,928	
4	Asphalt Concrete (Leveling)	2	TON	990.00	1,980	
5	Asphalt Concrete, Type A	91	TON	233.00	21,203	
6	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	2,613	TON	87.00	227,331	
7	Replace Asphalt Concrete Surfacing	46	CY	156.00	7,174	
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	2,000	2,000	
9	Preformed Thermoplastic Pavement Marking	210	SF	5.00	1,050	
10	Paint Traffic Stripe (2-Coat)	21,970	LF	.55	12,083,50	
11	Pavement Marker, Retroreflective	718	EA	3.00	2,154	
12	Portable Changeable Message Sign	2	EA	3,200	4,400	
13	Adjust Survey Monument Cover	16	EA	55.00	980.00	
14	Field Orders	10,000	DLR	1.00	10,000.00	
	ADDITIIVE ALTERNATE 2 TOTAL					

#### ADDITIVE ALTERNATE 3 SCHEDULE

				Onalpcoolt #	1010200/
ITEM	DECCRIPATON	ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	9,300
2	Construction Site Management	LS	LS	LS	3,500
3	Plane Asphalt Concrete Pavement (Edge Grind)	774	SY	2.35	1,818.90
4	Plane Asphalt Concrete Pavement (Header Cut)	183	SY	4.00	732.00
5	Plane Asphalt Concrete Pavement (Full Width)	7,174	SY	2.10	15,045,40
6	Asphalt Concrete (Leveling)	1	TON	1,000	1,000
7	Asphalt Concrete, Type A	1,009	TON	220.00	221,980
8	Replace Asphalt Concrete Surfacing	6	CY	245.00	1,590

#### ADDITIVE ALTERNATE 3 SCHEDULE (Continued)

(SharpeSoft #1019235)

				10110110001111	/
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
9	Minor Concrete (Curb Ramp)	10	CY	2,200	22,00D
10	Preformed Thermoplastic Pavement	92	SF	4.00	552.00
11	Adjust Manhole Cover	2	EA	200.00	400.00
12	Adjust Survey Monument Cover	4	EA	750.00	3,000
13	Field Orders	5,000	DLR	1.00	5,000.00
		ADD:	ITIIVE ALT	ERNATE 3 TOTAL	285,938.3

#### ADDITIVE ALTERNATE 4 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	4,000
2	Construction Site Management	LS	LS	LS	2,000
3	Plane Asphalt Concrete Pavement (Edge Grind)	4,154	SY	2.50	10,385
4	Plane Asphalt Concrete Pavement (Header Cut)	800	SY	3.25	2,400
5	Plane Asphalt Concrete Pavement (Full Width)	4,734	SY	2.20	10,414.80
6	Asphalt Concrete (Leveling)	2	TON	1,000	2,000
7	Asphalt Concrete, Type A	34	TON	194.00	6,664
8	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,652	TON	91.00	150,332
9	Replace Asphalt Concrete Surfacing	12	CY	214.00	2,568
10	Place Asphalt Concrete Dike	187	LF	24.00	4,488
11	Asphaltic Emulsion (Fog Seal Dike)	1	TON	500.00	500.00
12	Minor Concrete (Curb Ramp)	44	CY	2,000	88,000
13	Paint Traffic Stripe (2-Coat)	9,973	LF	.55	5,485.15
14	Preformed Thermoplastic Pavement Marking	416	SF	5.50	2,288
15	Pavement Marker, Retroreflective	284	EA	3.25	923.00
16	Adjust Manhole Cover	2	EA	200.00	400.00
17	Adjust Monument Cover	9	EA	750.00	W,75D
18	Field Orders	5,000	DLR	1.00	5,000.00
		ADD:	ITIIVE ALT	ERNATE 4 TOTAL	304,797

Name of Bidder T C Construction Company, Inc. 7/14

#### ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1019235)

				(Sharpeson #	
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	4,000
2	Construction Site Management	LS	LS	LS	2,500
3	Plane Asphalt Concrete Pavement (Edge Grind)	1,760	SY	2.50	4,400
4	Plane Asphalt Concrete Pavement (Header Cut)	822	SY	3.50	2,877
5	Asphalt Concrete (Leveling)	1	TON	2,200	2,200
6	Asphalt Concrete, Type A	14	TON	227.00	3,178
7	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,136	TON	92.00	104,512
8	Replace Asphalt Concrete Surfacing	7	CY	215.00	1,505
9	Minor Concrete (Curb Ramp)	20	CY	2,100	42,000
10	Paint Traffic Stripe (2-Coat)	10,450	LF	,55	5,747.50
11	Preformed Thermoplastic Pavement Marking	914	SF	5.50	5,027
12	Pavement Marker, Retroreflective	182	EA	3.25	591.50
13	Portable Changeable Message Sign	2	EA	3,200	4,400
14	Adjust Manhole Cover	5	EA	200.00	1,000
15	Adjust Survey Monument Cover	4	EA	750.00	3,000
16	Field Orders	8,000	DLR	1.00	8,000.00
		ADD:	ITIIVE ALT	ERNATE 5 TOTAL	194,938

#### **BID TOTALS**

BASE BID TOTAL	\$ 2,096,124.20
BASE BID + ADDITIVE ALTERNATE 1 TOTAL	
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL	\$ 2,864,422.92
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL	
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL	\$3,455,159,17
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL (TOTAL BID)	\$ 3,652,097.17

#### BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$2,554,740:

- 1. Base Bid
- 2. Base Bid plus Additive Alternate 1
- 3. Base Bid plus Additive Alternates 1 and 2
- 4. Base Bid plus Additive Alternates 1, 2 and 3
- 5. Base Bid plus Additive Alternates 1, 2, 3 and 4
- 6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors**.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

#### PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

#### DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

#### DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State. or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

#### NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

)

,
County of San Diego )
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 (Name) Austin Cameron
I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.
SIGNATURE OF BIDDER
Austin Cameron  DATE 5-14-15

State of California

# County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1.	BUSINESS TYPE   ☑ For-profit ☐ Nor  Attach proof of statu	n-profit Government		4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in
<ol> <li>INTERLOCKING DIRECTORATE         In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors     </li> <li>BUSINESS REPRESENTATION</li> </ol>			<ul> <li>4.4 Have within a three (3) year period preceding this agree had one or more public transactions (Federal, State or terminated for cause or default.</li> <li>4.5 Are presently the target or subject of any investigaccusation or charges by any Federal, State or loc enforcement, licensing or certification body and if they a appropriate information is disclosed and included in the composition of the country Department Purchasing and Contracting within five business disknowing or have any reason to know any change in state.</li> </ul>	
3.	Offeror represents operation, and control 3.1. Are you a sm 100 or few receipts of \$ or fewer emp 3.2. Are you a lot the County of 3.3. Are you certifully and control of the county of	as a part of this offer that the ownership, rol of the business are: nall business with: er employees and average annual gross 14 million or less or; a manufacturer with 100		certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).  4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
	See the St Services wel and "Certified http://www.dd	siness Enterprise (SBE)	5.	CERTIFICATE OF CURRENT COST OR PRICING  This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, o specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.  CERTIFICATE OF INDEPENDENT PRICING  By submission of this offer, each Offeror certifies, and in the case
4.	CERTIFICATE RECEIVED ATTER Offeror hereby certinor any of its officer  4.1. Are presently declared ineliginations by  4.2. Have within a transactions by  4.3. Have within a transaction with a public (Feder under a public antitrust statute forgery, bribery	of the County of San Diego): 100 %  GARDING DEBARMENT, SUSPENSION AND RS  fies to the best of its knowledge that neither it	7.	<ul> <li>of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:</li> <li>6.1. The prices in this offer have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and</li> <li>6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and</li> <li>6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.</li> <li>The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-Sform to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).</li> </ul>
und	der penalty of perjury	under the laws of the State of California.		al and correct as of the date submitted and this certification is made
	me: Austin Can	neron	Sigi	nature:
Titl				Date: 5-14-15
Col	mpany/Organizatio	TC Construction Co. Inc.		

#### **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

#### **DESIGNATION OF SUBCONTRACTORS**

	ON OF WORK TO BE BCONTRACTED	BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL	DIR REGISTRATION NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)			CONTRACT	
BB3,44 A1-3 A2-3 A3-3,45 A4 3,4,5	Cold milling	Pavement recycling systems 102405ansevaine way Jurupa valley ca 91752	569352	3.72 %	1000003343
AS 314					
BB-14 A1 9-10 A3-9 A4-12 A5-9	Concrete Flatwork	HéD construction co PO BOX 12859 El cajon 92022	504788	3.02%	1000003010
BB-17, 18,19 1-11,112,13 42-9,10,11 43-10 44 13,14,15	Striping	Mallard Construction 638. W. Southanke orange on a2865	824467	3.07 %	1000007027
5,10,11,17					

TOTAL % SUBCONTRACTED 9.8/ %

Name of Bidder TC Construction Co. Inc.

Photocopy this form for additional subcontractors.

## DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

***************************************	***************************************		*************	999	***************************************
BUSINESS NAME (PRIME)	DIR REGISTRATION NO.		EMAIL ADDRESS (Point of Contact for <u>this</u> Project)		
TC Construction Co. Inc.	1000003132		bsoltero@tcincsd.com		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER		BRICKLAYERS		CARPENTERS
CARPET/LINOLEUM	CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X LABORERS	MILLWRIGHTS	X	OPERATING ENG		PAINTERS
PILE DRIVERS	PIPE TRADES		PLASTERS		ROOFERS
SHEET METAL	SOUND/COMM		SURVEYORS	х	TEAMSTER
TILE WORKERS					
	·····	w	***************************************		***************************************
BUSINESS NAME (SUB)	DIR REGISTRATION NO.		EMAIL ADDRESS		
			(Point of	Contac	t for <u>this</u> Project)
Parement Recycling systems inc	1000003343	Aschatz@pavement recycling.com			
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER		BRICKLAYERS		CARPENTERS
CARPET/LINOLEUM	CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
LABORERS	MILLWRIGHTS	X	OPERATING ENG		PAINTERS
PILE DRIVERS	PIPE TRADES		PLASTERS		ROOFERS
SHEET METAL	SOUND/COMM		SURVEYORS		TEAMSTER
TILE WORKERS					
	•••••		<u> </u>	900	***************************************
BUSINESS NAME (SUB)	DIR REGISTRATION NO.		EMAIL ADDRESS		
			(Point of	Contac	t for <u>this</u> Project)
HED construction coinc	1000003016		MIKE @ concretend.com		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER		BRICKLAYERS		CARPENTERS
CARPET/LINOLEUM	X CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X LABORERS	MILLWRIGHTS	X	OPERATING ENG		PAINTERS
PILE DRIVERS	PIPE TRADES		PLASTERS		ROOFERS
SHEET METAL	SOUND/COMM		SURVEYORS		TEAMSTER
TILE WORKERS			*		

Photocopy this form for additional subcontractors.

# DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.		EMAIL ADDRESS (Point of Contact for this Project)  TYEVORE MANARA INC. COM		
Mallard construction	1000007027	Trevor@Ma			
CLASSIFICATIONS TO BE USED FOR THIS PROJEC	T:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
		······	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	EMAIL ADDRESS		
		(Point of Co	ntact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJEC	Т:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
	<del>~~</del> ~~~~~~~~~	·	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	IL ADDRESS		
		(Point of Co	ntact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJEC	Т:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					

Photocopy this form for additional subcontractors.

FOR: _	COUNTYWIDE AS	SPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; ORACLE PROJECT NO. 1019235
in amou	panying this propo ant equal to at lease E: Insert the word	osal is <u>bidder's bond</u> st ten percent of total of the bid. Is "cash (\$)," "cashier's check," "certified check," or "bidder's bond," as the case may be.
		s interested in the foregoing proposal as principals are as follows:
the pre-	sident, secretary,	f bidder or other interested person is a corporation, state legal name of corporation, also names of treasurer and manager thereof; if a copartnership, state true name of firm, also names of al nposing firm; if bidder or other interested person is an individual, state first and last names in full
TC C	Construction Co	. Inc.
Terry	Cameron, CEC	)
Austi	n Cameron, Pre	esident
Jack (	Gieffels, Secretai	ry-Treasurer
License	ed in accordance	with an act providing for the registration of Contractors,
License	No. 402459	Classification (s) A, C-21 Exp. Date 4-30-17
		n or addenda have been issued by the Department and not noted in the Proposal to the Board or ed by the bidder, this Proposal may be rejected.
bidder h (Chapte perjury Title 23 Regulat	has complied with er 5, Title 2 of the C under the laws of United States C tions, Part 29 Deb	nents of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations California Administrative Code). By my signature on this proposal I further certify, under penalty of the State of California and the United States of America, that the Noncollusion Affidavit required by code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federa arment and Suspension Certification are true and correct.  nalty of perjury, that the foregoing proposal to the Board is true and correct.
		(
		TC Construction Co. Inc.
	SIGN	Legal Name of Bidder
	HERE	(by Austin Cameron (SEAL) ( Signature
		( Signature
		( President
		Title
NOTE:	the officer or officer are of the firm contracts in beh signature is by a	poration, the legal name of the corporation shall be set forth above together with the signature of cers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true shall be set forth above together with the signature of the partner or partners authorized to signalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If n agent, other than an officer of a corporation or a member of a partnership, a Power of Attorneyed with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.
Busines	ss address <u>105</u>	40 Prospect Ave., Santee, CA 92071
Telepho	one ( <u>619</u> )	448-4560 Fax ( 619 ) 448-3341
E-Mail a	nddressacam	eron@tcincsd.com
Dated _	May 14	, 20_15 , at Santee , California.
7/14		2-8 SIGNATURE PAGE/COUNTY

BOND NO. II/a	BOND NO.	n/a	
---------------	----------	-----	--

#### **BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:
That weTC Construction Company, Inc.
as Principal, and Liberty Mutual Insurance Company
as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.
In no case shall the liability of the Surety hereunder exceed the sum of
THE CONDITION OF THIS OBLIGATION IS SUCH,
That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on May 14, 2015 for DATE
COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; ORACLE NO. 1019235
NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.
In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.
IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 27th, day of
Liberty Mutual Insurance Company (SEAL) TC Construction Company, Inc. (SEAL)  (SEAL) (SEAL)  Tara Bacon, Attorney-in-Fact (SEAL)  Surety Principal
ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY
STATE OF
NOTE: (a) Signature of those executing for Surety must be properly acknowledged.  (b) The Attorney-in-fact must attach a certified copy of Power of Attorney.  Notary Public In and for the County of  Notary Public In and for the County of  State of California

e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
dra Weeks, Notary Pub, l' Here Insert Name and Title of the Officer  Name(s) of Signer(s)
vidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in (ber/their signature(s) on the instrument the person(s), ed, executed the instrument.
retify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.  ITNESS my hand and official seal.  Ignature Signature of Notary Public
ONAL
oformation can deter alteration of the document or orm to an unintended document.
Ond Document Date:
Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:
i

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of San Diego	_)
On April 27, 2015 before me	Maria Hallmark, Notary Public (insert name and title of the officer)
personally appearedTara Bacon	
who proved to me on the basis of satisfactory subscribed to the within instrument and acknowledge.	revidence to be the person(s) whose name(s) is/are byledged to me that he/she/they executed the same in the by his/her/their signature(s) on the instrument the he person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY unde paragraph is true and correct.	r the laws of the State of California that the foregoing
WITNESS my hand and official seal.	MARIA HALLMARK Commission # 1986082 Notary Public - California San Diego County
Signature State Signature	My Comm. Expires Aug 22, 2016  (Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6846176

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. Bradley R. Orr; Dale G. Harshaw; Geoffrey Shelton; John R. Qualin; Kyle King; Tara Bacon

all of the city of San Diego , state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January 2015

1004 1919 1991

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

rate, interest rate or residual value guarantees.

note, loan, letter of credit

Not valid for mortgage,

, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and On this 23rd day of January Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do. execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA

45.

Notarial Seal Teresa Pastelle, Notary Public Plymouth Twp., Monigomery County My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

West American Insurance Company

This Power of Attomey is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings, Any officer of the Company authorized for that purpose in writing by the chairman or the president. and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_27th\_ day of









# Next Bid

# PAL

General Engineering Inc. 5374 Eastgate Mall San Diego, CA 92121 www.palsd.com

SDICHTY PURCH \*15 MAY 14 PM 01:42

(SEALED BID)
Countywide Asphalt Concrete Overlay
Fiscal Year 2014- 2015
RFB 6862

County of San Diego
Department of Purchasing and Contracting
5560 Overland Ave, Suite 270,
San Diego, CA 92123
Bid Time: 5/14/15 at 2:00 pm

#### PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

#### STATE OF CALIFORNIA COUNTY OF SAN DIEGO PROPOSAL TO THE BOARD FOR

#### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015 ORACLE PROJECT NO. 1019235

#### RFB NO. 6862

Name of Bidder PAL General Engineering

Provisions of this Contract Document.

7/14

Business Address 5374 Eastgate Mall, San Diego, CA 92121
Place of Residence San Diego
LOCATION
The work to be performed under this Contract is located in various locations, in the County of San Diego, State of California.
Said work is to be performed in accordance with the Contract and Special Provisions annexed hereto and including Addenda Nos. 1, and 2, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006; the Amendments to said Standard Specifications contained in Part VI of these Contract Documents; the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents; and select specifications from the "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition; and the 2012 Regional Supplement to "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition, as cited in the Technical

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.



JOHN M. PELLEGRINO

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

May 6, 2015

#### ADDENDUM No. 1

# COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-1015; ORACLE PROJECT NO. 1019235 - (RFB 6862)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### **CHANGES:**

1. Delete Page 2-3 in Part 2 and replace with Page 2-3 (Addendum 1).

#### **ATTACHMENTS:**

1. Page 2-3 (Addendum 1)

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.



JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
Assistant Director

May 8, 2015

#### ADDENDUM NO. 2

# COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-1015; ORACLE PROJECT NO. 1019235 - (RFB 6862)

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### **CHANGES:**

- 1. Delete Page 2-3 to 2-3d in Part 2 and replace with Page 2-3 to 2-3d (Addendum 2).
- 2. Delete Page 4-5 in Part 4 and replace with Page 4-5 (Addendum 2).

#### **ATTACHMENTS:**

- 1. Page 2-3 to 2-3d (Addendum 2)
- 2. Page 4-5 (Addendum 2)

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

#### The County may deem non-responsive any bids that contain any mathematical errors.

#### BASE BID SCHEDULE

		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
ITEM	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
NO.					
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	2,200
2	Construction Site Management	LS	LS	LS	4,200.88
3	Plane Asphalt Concrete Pavement (Edge Grind)	7,835	SY	2.29	17.942.15
4	Plane Asphalt Concrete Pavement (Header Cut)	2,072	SY	3.45	7,148.40
5	Asphalt Concrete (Leveling)	4	TON	500	2,000
6	Cold-In-Place Recycling	56,588	SY	6	339,528
7	Emulsified Recycling Agent	258	TON	740	190,920
8	Asphaltic Emulsion (Fog Seal Coat)	24	TON	850	20,400
9	Asphaltic Emulsion (Fog Seal Dike)	1	TON	1500	1500
10	Sand Cover	57	TON	9.2.	5,244
11	Asphalt Concrete, Type A	164	TON	145	23,780
12	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	10,804	TON	95	1,026,380
13	Replace Asphalt Concrete Surfacing	70	CY	2-80	19,600
14	Place Asphalt Concrete Dike	435	LF	25	10,875
15	Shoulder Backing	211	CY	67	14,137
16	Minor Concrete (Curb Ramp)	2	CY	2,150	4,300
17	Paint Traffic Stripe (2-Coat)	72,184	LF	,23	16,602,32

#### BASE BID SCHEDULE (Continued)

#### (SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
18	Preformed Thermoplastic	1,330	SF		00 005
	Pavement			18	23,940
19	Pavement Marker,	2,145	EA		
	Retroreflective			3.45	7,400.25
20	Adjust Survey Monument Cover	23	EA		
	(M-10)			650	14,950
21	Adjust Manhole Cover	11	EA		
				550	6050
22	Portable Changeable Message	2	EA		
	Sign			1,500	3600
23	Rumble Stripe	10,200	LF		_
				1,00	10,200
24	Field Orders	15,000	DLR	1.00	15,000.00
				BASE BID TOTAL	1,787,298

#### ADDITIVE ALTERNATE 1 SCHEDULE

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	1 "	MEASURE	1	1
		QUANTITY		(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	2,500
2	Construction Site Management	LS	LS	LS	3,500
3	Plane Asphalt Concrete Pavement (Full Width)	35,074	SY	1.85	64,886.90
4	Asphalt Concrete, Type A	66	TON	225	14,850
5	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	3,630	TON	95	344,850
6	Replace Asphalt Concrete Surfacing	30	CY	300	9,000
7	Replace Asphalt Concrete Dike	100	LF	25	2,500
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	2,500	2,500
9	Minor Concrete (Curb & Gutter)	15	LF	250	3,750
10	Minor Concrete (Curb Ramp)	5	CY	850	4,250
11	Paint Traffic Stripe (2-Coat)	21,773	LF	. 33	7185,09
12	Pavement Marker, Retroreflective	650	EA	3.45	2, 242,50
13	Preformed Thermoplastic Pavement Marking	640	SF	13.80	8,632
14	Portable Changeable Message Sign	2	EA	1,500	3,000
15	Field Orders	10,000	DLR	1.00	10,000.00
		ADD	TIIVE ALT	ERNATE 1 TOTAL	483,846,49

#### ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1019235)

				(Charpocott II	/
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	2,500
2	Construction Site Management	LS	LS	LS	3,500
3	Plane Asphalt Concrete Pavement (Header Cut)	433	SY	17.10	7,404,30
4	Asphalt Concrete (Leveling)	2	TON	1,500	3000
5	Asphalt Concrete, Type A	91	TON	250	22,750
6	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	2,613	TON	97	253,461
7	Replace Asphalt Concrete Surfacing	46	CY	420	19,320
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	2,500	2,500
9	Preformed Thermoplastic Pavement Marking	210	SF	13.80	2,898
10	Paint Traffic Stripe (2-Coat)	21,970	LF	0.32	7,030.40
11	Pavement Marker, Retroreflective	718	EA	3.45	2,477.10
12	Portable Changeable Message Sign	2	EA	1500	3,000
13	Adjust Survey Monument Cover	16	EA	<i>650</i>	10,400
14	Field Orders	10,000	DLR	1.00	10,000.00
		ADD	ITIIVE ALT	ERNATE 2 TOTAL	350,240,8

#### ADDITIVE ALTERNATE 3 SCHEDULE

				(ShaipeSuit #	010200)
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	1
	Pollution Control Program				1,500
2	Construction Site Management	LS	LS	LS	3,500
					3,200
3	Plane Asphalt Concrete	774	SY		
	Pavement (Edge Grind)			2.53	1958,22
4	Plane Asphalt Concrete	183	SY		
	Pavement (Header Cut)			3.45	631.35
5	Plane Asphalt Concrete	7,174	SY		
	Pavement (Full Width)			2.20	15,782.80
6	Asphalt Concrete (Leveling)	1	TON		
				1,500	1,500
7	Asphalt Concrete, Type A	1,009	TON	_	
				90	90,810
8	Replace Asphalt Concrete	6	CY		
	Surfacing			1,000	6,000

# ADDITIVE ALTERNATE 3 SCHEDULE (Continued) (SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
9	Minor Concrete (Curb Ramp)	10	CY		
				1,150	W,500
10	Preformed Thermoplastic	92	SF	-	
	Pavement			23.60	2116.00
11	Adjust Manhole Cover	2	EA		
				550	1,100
12	Adjust Survey Monument Cover	4	EA		
				650	2,600
13	Field Orders	5,000	DLR	1.00	5,000.00
					:42 000 0
ADDITIIVE ALTERNATE 3 TOTAL				143,998.3	

#### ADDITIVE ALTERNATE 4 SCHEDULE

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	2,500
2	Construction Site Management	LS	LS	LS	4,250
3	Plane Asphalt Concrete Pavement (Edge Grind)	4,154	SY	2.44	10,260.38
4	Plane Asphalt Concrete Pavement (Header Cut)	800	SY	3.45	2,760
5	Plane Asphalt Concrete Pavement (Full Width)	4,734	SY	2.30	10,888.20
6	Asphalt Concrete (Leveling)	2	TON	1,500	3,000
7	Asphalt Concrete, Type A	34	TON	350	11,900
8	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,652	TON	102	168,504
9	Replace Asphalt Concrete Surfacing	12	CY	280	6,960
10	Place Asphalt Concrete Dike	187	LF	45	8415
11	Asphaltic Emulsion (Fog Seal Dike)	1	TON	2,500	2,500
12	Minor Concrete (Curb Ramp)	44	CA	1,075	47,300
13	Paint Traffic Stripe (2-Coat)	9,973	LF	0.32	3,191.36
14	Preformed Thermoplastic Pavement Marking	416	SF	13,80	5,740.80
15	Pavement Marker, Retroreflective	284	EA	3.45	979.80
16	Adjust Manhole Cover	2	EA	550	1,100
17	Adjust Monument Cover	9	EA	650	5850
18	Field Orders	5,000	DLR	1.00	5,000.00
	1	ADD	TIIVE ALT	ERNATE 4 TOTAL	301,099.54

Name of Bidder	
714	2-3c (Addendum 2

#### ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1019235)

				(SharpeSoit #	1013233)
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	2,500
2	Construction Site Management	LS	LS	LS	3678
3	Plane Asphalt Concrete Pavement (Edge Grind)	1,760	SY	2.60	4576
4	Plane Asphalt Concrete Pavement (Header Cut)	822	SY	3.45	2835.90
5	Asphalt Concrete (Leveling)	1	TON	2,500	2,500
б	Asphalt Concrete, Type A	14	TON	500	7000
7	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,136	TON	97	110,192
8	Replace Asphalt Concrete Surfacing	7	CY	1250	8750
9	Minor Concrete (Curb Ramp)	20	CY	575	11,500
10	Paint Traffic Stripe (2-Coat)	10,450	LF	0.32	3,344
11	Preformed Thermoplastic Pavement Marking	914	SF	13	16,452
12	Pavement Marker, Retroreflective	182	EA	3.45	627.90
13	Portable Changeable Message Sign	2	EA	1,500	3,000
14	Adjust Manhole Cover	5	EA	220	2750
15	Adjust Survey Monument Cover	4	EA	650 1.00	2,600
16	Field Orders	8,000	DLR	1.00	8,000.00
ACTUAL COLUMN TO ACCUSE AND ACCUS	<b>A</b>	ADD	TTIIVE ALT	ERNATE 5 TOTAL	190,305,8

#### **BID TOTALS**

BASE BID TOTAL	\$ 1,787,298
BASE BID + ADDITIVE ALTERNATE 1 TOTAL	\$ 2,271,144.49
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL	\$2,621,385.29
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL	<u>\$ 2,76 5,383.00</u>
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL	\$ 3,066,483.20
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL (TOTAL BID)	

Name of Bidder PAL GENERAL ENGINEERING, INC.

#### **BID COMPARISON AND AWARD**

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$2,554,740:

- 1. Base Bid
- 2. Base Bid plus Additive Alternate 1
- 3. Base Bid plus Additive Alternates 1 and 2
- 4. Base Bid plus Additive Alternates 1, 2 and 3
- 5. Base Bid plus Additive Alternates 1, 2, 3 and 4
- 6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors**.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

#### PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

#### DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

#### DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State. or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

### NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

State of California ) ) ss
County of San Diego )
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 (Name) Marla Jahshan , being first duly sworn, deposes and says that he or she is (Title) President of (Company)PAL General Engineering, Inc the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any othe bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure an advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.
I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.
SIGNATURE OF BIDDER
DATE _5/12/15

Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of	A notary public or other officer completing this certificate verifies document to which this certificate is attached, and not the truthful	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/tbef signature(s) on the instrument and acknowledged to me that he/she/tbef signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  OPTIONAL INFORMATION  Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Option of Attached to a document titled/for the purpose of Option of Attached Option o	On OS 12 Jois before me, James of personally appeared Maria Jahshan	Zivkonc, Notary Public, Title Public,
of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of	who proved to me on the basis of satisfactory evidence is/are subscribed to the within instrument and acknow the same in his/her/their authorized capacity(ies), and instrument the person(s), or the entity upon behalf of	ledged to me that be/she/they executed that by bis/her/their signature(s) on the
WITNESS my hand and official seal.    Description of Attached Document   San Disgo County   My Comm. Expires Jun 17, 20	of the State of California that the foregoing paragraph	JAMES ZIVKOVIC Commission # 1941191
Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of		
Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of		1
Description of Attacked Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of	A STATE OF THE STA	Ass.
Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of		
Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of		
The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of	Description of Attacked Document	
document titled/for the purpose of		Method of Signer Identification
Containing pages, and dated  The signer(s) capacity or authority is/are as:  Individual(s)  Attorney-in-fact  Corporate Officer(s)  Guardian/Conservator  Partner - Limited/General  Trustee(s)  Other:  representing:		
containing pages, and dated Notarial event is detailed in notary journal on:  Page # Entry #  Individual(s) Attorney-in-fact  Corporate Officer(s)  Guardian/Conservator Patner - Limited/General Trustee(s)  Other:  representing:	Attanot	
Individual(s)   Notary contact:   Other   Other   Signer(s) Thumbprints(s)   Other   Other   Itise(s)   Other   Capacity Officer(s)   Other	containing pages, and dated	·
Individual(s)	The signer(s) capacity or authority is/are as:	Page # Entry #
Attorney-in-fact Corporate Officer(s)  Guardian/Conservator Partner - Limited/General Trustee(s) Other: representing:	Individual(s)	Notary contact:
Guardian/Conservator Partner - Limited/General Trustee(s) Other: representing:	Attorney-in-fact	011
Guardian/Conservator Partner - Limited/General Trustee(s) Other: representing:	13 Corporate Officer(s)	Additional Signer Signer(s) Thumbprints(s)
☐ Partner - Limited/General ☐ Trustee(s) ☐ Other: representing:		
☐ Trustee(s) ☐ Other: representing:		
representing:	Trustee(s)	
representing:		
Name(s) of Person(s) Entity(les) Signer is Representing	representing:	

California All-Purpose Certificate of Acknowledgment

# County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

#### The following representations and certifications are to be completed, signed and returned with the offer.

1.	☐ Fo	NESS TYPE r-profit  Non-profit  Government n proof of status for Non-profit.		4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in
2.	In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors			<ul> <li>4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.</li> <li>4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.</li> <li>4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as</li> </ul>
3.	Offero opera	NESS REPRESENTATION or represents as a part of this offer that the ownership, tion, and control of the business are:		certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).  4.7 Offeror and its proposed subcontractors, agents and
	<ul><li>3.1.</li><li>3.2.</li><li>3.3.</li></ul>	Are you a small business with:  100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees?   Yes No  Are you a local business with a physical address within the County of San Diego?  Yes No  Are you certified by the State of California as a:  Disabled Veteran Business Enterprise (DVBE)		consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
		Certification #: N/A  Small Business Enterprise (SBE)  Certification #: N/A  See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.	5.	CERTIFICATE OF CURRENT COST OR PRICING This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.
		http://www.dgs.ca.gov/pd/Programs/OSDS.aspx.	6.	CERTIFICATE OF INDEPENDENT PRICING
	3.4.	Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):		By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:
4.	A.1. A.	TIFICATE REGARDING DEBARMENT, SUSPENSION AND ATED MATTERS or hereby certifies to the best of its knowledge that neither it my of its officers:  Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered ransactions by any Federal department or agency; and have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making		<ul> <li>6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and</li> <li>6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and</li> <li>6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.</li> </ul>
		alse statements, or receiving stolen property; and	7.	The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).
		CERTIF		1 1 1 1 1
une	der per	mation furnished in Paragraphs 1 through 7 is certified to be fanalty of perjury under the laws of the State of California.  Marla Jahshan		al and correct as of the date submitted and this certification is made gnature:
Tit	_	President	5	Date: 5/11/19
	-	v/Organization: PAL General Engineering, Inc.		

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

		DESCRIPTION OF WORK OF WORK (Indicate if work includes only a portion	BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.
AU 1442 AU 3 ALT	מוזרון ביו וף	of the hid item	Mallard Construction I 63864. Southam Aue, Ora Ra: 92965	nc \$26607	3,44%	(0000070°27
·	3,4,6,7,89	Granding , Gldin Pl Embified lecycle A	re Pavement Royclus 10240 San Savaine a	ysystems ry 569352	15,72	100000 3363
ALTZ ALTZ ALTY ALTS	3,9,5					

TOTAL % SUBCONTRACTED 19.160/6

Name of Bidder PAL General Engineering, Inc.

## DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

***************************************	***************************************	•••••	•••••		
BUSINESS NAME (PRIME)	DIR REGISTRATION NO.		EMAIL ADDRESS  (Point of Contact for this Project)		
		(Point of Con			
PAL General Engineerin	1 In 100000 4280	daug Opal:	sd. Com		
CLASSIFICATIONS TO BE USED FOR THIS PROJEC	<b>7</b> :	· · · · · · · · · · · · · · · · · · ·	OADDENITE SO		
ASBESTOS	BOILERMAKER	BRICKLAYERS DRYWALL	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS			***************************************		
***************************************	<del></del>	·····	. ADDD500		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.		L ADDRESS		
			ntact for <u>this</u> Project)		
Milled Contraction Dec	100000 7007	trevoremal	keding com		
CLASSIFICATIONS TO BE USED FOR THIS PROJEC		1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1			
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS	<u> </u>				
***************************************	***	***************************************	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	EMAIL ADDRESS  (Point of Contact for this Project)		
		(Point of Co			
Parement Recycline System	1000003363	danteem	venent reguling, com		
CLASSIFICATIONS TO BE USED FOR THIS PROJE			, ,		
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS	<u> </u>				

FOR: COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; OI	RACLE PROJECT NO. 1019235
Accompanying this proposal is _Bidder's Bond in amount equal to at least ten percent of total of the bid. (NOTICE: Insert the words "cash (\$)," "cashier's check," "certified check," or	"bidder's bond," as the case may be.)
The names of all persons interested in the foregoing proposal as principals are as for	ollows:
IMPORTANT NOTICE If bidder or other interested person is a corporation, state legathe president, secretary, treasurer and manager thereof; if a copartnership, state individual copartners composing firm; if bidder or other interested person is an individual copartners.	true name of firm, also names of all
PAL General Engineering, Inc.	
Marla Jahshan, President	
Licensed in accordance with an act providing for the registration of Contractors,	
License No. 946931 Classification (s) A Exp. Date	e <u>4/30/16</u>
Warning - If an addendum or addenda have been issued by the Department and not page 2-2 as being received by the bidder, this Proposal may be rejected.	noted in the Proposal to the Board on
questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102 bidder has complied with the requirements of Section 8103 of the Fair Employment a (Chapter 5, Title 2 of the California Administrative Code). By my signature on this properjury under the laws of the State of California and the United States of America, that Title 23 United States Code, Section 112 and Public Contract Code Section 710 Regulations, Part 29 Debarment and Suspension Certification are true and correct.	nd Housing Commission Regulations posal I further certify, under penalty of the Noncollusion Affidavit required by 6; and the Title 49 Code of Federal
PAL General Enginee	ring, Inc.
SIGN ( HERE (by	er (SEAL)
( Signature	
President	
NOTE: If bidder is a corporation, the legal name of the corporation shall be set fort the officer or officers authorized to sign contracts on behalf of the corporation name of the firm shall be set forth above together with the signature of the contracts in behalf of the copartnership; and if bidder is an individual, he signature is by an agent, other than an officer of a corporation or a member must be submitted with the bid; otherwise, the bid may be disregarded as in	on; if bidder is a copartnership, the true partner or partners authorized to sign is signature shall be placed above. If r of a partnership, a Power of Attorney
Business address 5374 Eastgate Mall, San Diego, CA 92121	
Telephone ( 858 ) 638-7100 Fax ( 858 ) 638-7102	
E-Mail address estimating@palsd.com	
DatedMay 11, 20 15 , at	San Diego , California.  SIGNATURE PAGE/COUNTY

A notary public or other officer completing this certificate verifies document to which this certificate is attached, and not the truthful.	
State of California  County of San Diego  On OS 13 3015 before me, James  personally appeared May a James No. 18	s.s.  2 Notary Public, Title  Name of Notary Public, Title
who proved to me on the basis of satisfactory evidencis/are subscribed to the within instrument and acknow the same in bis/her/their authorized capacity(ies), and instrument the person(s), or the entity upon behalf of instrument.	vledged to me that he she/they executed d that by his/her/their signature(s) on the
I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph true and correct.	. 2 STATE DAING LIVING A
WITNESS my hand and official seal.	My Comm. Expires Jun 17, 2015
	,
Sprang Addition equification	928.
	TION ————————————————————————————————————
Description of Attached Document	
The preceding Certificate of Acknowledgment is attached to a	Method of Signer Identification
document titled/for the purpose of Didder's Bond	Proved to me on the basis of satisfactory evidence:
	form(s) of identification credible witness(es)
containing pages, and dated	Notarial event is detailed in notary journal on:
The signer(s) capacity or authority is/are as:	Page # Entry #
Individual(s)	Notary contact:
Attorney-in-fact	Other
Corporate Officer(s)	Additional Signer Signer(s) Thumbprints(s)
☐ Guardian/Conservator ☐ Partner - Limited/General	
Trustee(s)	
Other:	
representing:  Name(s) of Person(s) Entity(les) Signer is Representing	

California All-Purpose Certificate of Acknowledgment

BIDDER'S BOND
KNOW ALL MEN BY THESE PRESENTS:
That wePAL General Engineering, Inc.
as Principal, and United Fire & Casualty Company  as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.
In no case shall the liability of the Surety hereunder exceed the sum ofTen Percent of Amount Bid (10%)
THE CONDITION OF THIS OBLIGATION IS SUCH,
That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on $\frac{May\ 14,\ 2015}{DATE}$ for
COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; ORACLE NO. 1019235
NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.
In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.
IN WITNESS WHEREOF, We have hereunto set our hands and seals on this4.3 day of .Ma.y
ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY
STATE OF
NOTE: (a) Signature of those executing for Surety must be properly acknowledged. (b) The Attorney-in-fact must attach a certified copy of Power of Attorney.  Notary Public In and for the County of State of California

BOND NO. n/a



#### UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint DANIEL FRAZEE, OR KIM VASQUEZ, OR MATTHEW C. GAYNOR, ALL INDIVIDUALLY OF SANTEE CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 12th day of December, 2016 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 12th day of December, 2014

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

Ву:

State of Iowa, County of Linn, ss:

On 12th day of December, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument, that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Davis fowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2015

My commission expires: 4/23/2015

Vice President

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations

this 13th day of May

, 20 15







By: Dand A. Says

Secretary, UF&C
Assistant Secretary, UF&I/FPIC

#### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature Kathy Scheuerman

validity of that document.	
State of California County of San Diego)	
On May 13, 2015 before me, _k	(athy Scheuerman, Notary Public (insert name and title of the officer)
personally appeared Matthew C. Gaynor who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowle his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the person(s).	dence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing
WITNESS my hand and official seal.	KATHY SCHEUERMAN Commission # 2062091 Notary Public - California San Diego County My Comm. Expires Mar 28, 2018

(Seal)

DATE:	05/11/1	L5	

ORACLE PROJECT NO. 1019235

#### COUNTY OF SAN DIEGO BIDDER DVBE INFORMATION (Due within 2 business days of bid opening)

PROJECT TITLE: COUNTYWIDE ASPHALT OVERLAY FISCAL YEAR 2014-2015

	BIDDER: PAL General Engineering BIDDER REFRESENTATIVE							
	BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND CERTIFICATION NUMBER	DOLLAR AMOUNT TO BE PAID THIS DVBE				
ALTI I	91,10711	Stripmy	Mallard Construction InC, 638 W. Southern Ave. Orange CA 92865 7143660383 1748928	112,220,98				
HLT3 HLTY ALTS	10 134,15 10,11,12							
•								
			TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)	\$				

#### COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION

Disabled	Total Amount to DVBE Total Bid	x 100 = Percent of Utilization	3% *See DVBE and DVBE
Veterans	.034457	x 100 = <b>3.445</b> %	Participation information sections to determine if goal required for this solicitation

2-10

7/14

DVBE Program

# Next Bid

SRM Contracting & Paving 7192 Mission Gorge Road San Diego, CA 92120-1131 Contractor Lic. # 626277-A

**Sealed Bid For:** Countywide Asphalt Concrete Overlay FY 2014-2015

RFB 6862

Bid Date: Thursday, May 14, 2015 at 4:00 PM

SD CNTY PURCH '15 MAY 14 PM 01:44

#3

County of San Diego 5560 Overland Avenue, suite 270 San Diego, CA 92123

#### PART II

#### DOCUMENTS TO BE EXECUTED BY BIDDER

#### STATE OF CALIFORNIA COUNTY OF SAN DIEGO PROPOSAL TO THE BOARD FOR

#### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015 ORACLE PROJECT NO. 1019235

RFB NO. 6862

Name of Bidder	SRM	Contrac	ting an	d Pavi	ing			
Business Address _			J		<b>J</b>	CA	92120	
			J	7	J			
Place of Residence								
			LOCATI	ΟN				

The work to be performed under this Contract is located in various locations, in the County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and Special Provisions annexed hereto and including Addenda Nos. 1, 2, and \_\_, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006; the Amendments to said Standard Specifications contained in Part VI of these Contract Documents; the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents; and select specifications from the "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition; and the 2012 Regional Supplement to "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition, as cited in the Technical Provisions of this Contract Document.

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

#### The County may deem non-responsive any bids that contain any mathematical errors.

#### BASE BID SCHEDULE

(SharpeSoft #1019235)

			.,	(0	<del></del>
		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
ITEM	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
NO.					
1	Prepare and Implement Water	LS	LS	LS	110 - 54
_	Pollution Control Program				4,952 54
2	Construction Site Management	LS	LS	LS	· · · · · · ·
					10,423.9
3	Plane Asphalt Concrete	7,835	SY	0.0-	
	Pavement (Edge Grind)	·		3.20	25,072.00
4	Plane Asphalt Concrete	2,072	SY		1
	Pavement (Header Cut)			6.00	12,432.00
5	Asphalt Concrete (Leveling)	4	TON	<b>.</b>	
				266.00	1,06400
6	Cold-In-Place Recycling	56,588	SY		222 60
				5.70	322,551.40
7	Emulsified Recycling Agent	258	TON	7000	
				756.00	195,048.00
8	Asphaltic Emulsion (Fog Seal	24	TON	701 4	
	Coat)			756.00	18,144.50
9	Asphaltic Emulsion (Fog Seal	1	TON	21000	
	Dike)			2,100.50	2,100 9
10	Sand Cover	57	TON		1
				181.00	10,317.00
11	Asphalt Concrete, Type A	164	TON	1.0	10,168 00
				62.00	10,100
12	Tire Rubber Modified Asphalt	10,804	TON	100 00	1, 77, 1, 1, 00
	Concrete (MAC-15TR)			109.00	1,177,636.00
13	Replace Asphalt Concrete	70	CY	2110.00	11.000
	Surfacing			24D.00	16,800 0
14	Place Asphalt Concrete Dike	435	LF	aan	4,306 <sup>50</sup>
				9.90	
15	Shoulder Backing	211	CY	100 00	21,733.00
		<u> </u>		103.00	L1, +35.
16	Minor Concrete (Curb Ramp)	2	CY	1,938 00	3071.00
		70.104	<del>                                     </del>	1,7120	3,876°
17	Paint Traffic Stripe (2-Coat)	72,184	LF	0.54	38,979 36
				0.57	1 20,411

#### BASE BID SCHEDULE (Continued)

(SharpeSoft #1019235)

			T	<del>, ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '</del>	· · · · · · · · · · · · · · · · · · ·
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
18	Preformed Thermoplastic Pavement	1,330	SF	13.50	17,95500
19	Pavement Marker, Retroreflective	2,145	EA	3.20	6, 864 <u>60</u>
20	Adjust Survey Monument Cover (M-10)	23	EA	93.00	2,139.81
21	Adjust Manhole Cover	11	EA	211.00	2,321,00
22	Portable Changeable Message Sign	2	EA	1,459 <sup>©</sup>	2,918 <sup>@</sup>
23	Rumble Stripe	10,200	LF	1.90	19,380 9
24	Field Orders	15,000	DLR	1.00	15,000.00
	1,942,180.00				

#### ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1019235)

	(onalpoose with							
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL			
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)			
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	926.00			
2	Construction Site Management	LS	LS	LS	2,507.98			
3	Plane Asphalt Concrete Pavement (Full Width)	35,074	SY	2.40	84,177.19			
4	Asphalt Concrete, Type A	66	TON	60.00	3,9Le0.00			
5	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	3,630	TON	93.00	337,590. <sup>00</sup>			
6	Replace Asphalt Concrete Surfacing	30	CY	286.00	8,580, <sup>90</sup>			
7	Replace Asphalt Concrete Dike	100	LF	19.60	1,960.00			
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	2,100.00	2,100 00			
9	Minor Concrete (Curb & Gutter)	15	LF	161.00	2,415			
10	Minor Concrete (Curb Ramp)	5	CY	1,441.99	7,205. <sup>50</sup>			
11	Paint Traffic Stripe (2-Coat)	21,773	LF	0.54	11,757.52			
12	Pavement Marker, Retroreflective	650	EA	3.20	2,080,59			
13	Preformed Thermoplastic Pavement Marking	640	SF	5.40	3,456 <sup>9</sup>			
14	Portable Changeable Message Sign	2	EA	1,459.00	2,918,00			
15	Field Orders	10,000	DLR	1.00	10,000.00			
ADDITIIVE ALTERNATE 1 TOTAL								

#### ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1019235)

	(SharpeSoit #10								
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL				
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)				
1	Prepare and Implement Water	LS	LS	LS	(20 B				
	Pollution Control Program				538. <sup>99</sup>				
2	Construction Site Management	LS	LS	LS	2,508.20				
					2,500 -				
3	Plane Asphalt Concrete	433	SY	12.80	5,542 40				
	Pavement (Header Cut)	-		14.00	5,572 -				
4	Asphalt Concrete (Leveling)	2	TON	489 99	978. <sup>92</sup>				
				901.	9 to.				
5	Asphalt Concrete, Type A	91	TON	57.00	5,187.00				
		0.610	=0.7	3 7.00	3,101.				
6	Tire Rubber Modified Asphalt	2,613	TON	93.00	243,009. <sup>50</sup>				
7	Concrete (MAC-15TR)	46	СУ	13.00	293,001.				
′	Replace Asphalt Concrete	46	CY	273.00	12,558.				
8	Surfacing	1	TON						
°	Dike)	_	TON	2,100.00	2,100.00				
9	Preformed Thermoplastic	210	SF	7,100.	2,100.				
9	Pavement Marking	210	S.F.	5.40	1,134.00				
10	Paint Traffic Stripe (2-Coat)	21,970	LF	0.10	7131.				
-0	lario realiza baripa (2 ada)			0.54	11,86380				
11	Pavement Marker,	718	EA	0.0 1	1,1,000				
	Retroreflective			3.20	2,297.60				
12	Portable Changeable Message	2	EA	~~	, , , , , , ,				
	Sign			1,459	2.918-				
13	Adjust Survey Monument Cover	16	EA		(10)				
				93.00	1,488 9				
14	Field Orders	10,000	DLR	1.00	10,000.00				
		ADD:	ITIIVE ALTI	ERNATE 2 TOTAL	302,122.				

#### ADDITIVE ALTERNATE 3 SCHEDULE

(SharpeSoft #1019235)

				(Onalpecon #	0102007
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	952.99
	Pollution Control Program				952.
2	Construction Site Management	LS	LS	LS	2,577.30
					1
3	Plane Asphalt Concrete	774	SY	7.30	5,650.
	Pavement (Edge Grind)			<i>t</i> . 50	5,650.
4	Plane Asphalt Concrete	183	SY		90
	Pavement (Header Cut)			7.30	1,335.90
5	Plane Asphalt Concrete	7,174	SY	4 00	100
	Pavement (Full Width)			2.90	20,804 !0
6	Asphalt Concrete (Leveling)	1	TON		
				904.00	904.00
7	Asphalt Concrete, Type A	1,009	TON	70	2000
				79.00	14711
8	Replace Asphalt Concrete	6	CY	01/00	0
	Surfacing			M2S.=	5,550

#### ADDITIVE ALTERNATE 3 SCHEDULE (Continued)

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL		
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)		
9	Minor Concrete (Curb Ramp)	reformed Thermoplastic 92		996.00	9,960.00		
10	Preformed Thermoplastic Pavement			5,50	506. <sup>9</sup>		
11	Adjust Manhole Cover			211.00	422 .2		
12	Adjust Survey Monument Cover	4	EA	93.00	372.99		
13	Field Orders	5,000 DLR		1.00	5,000.00		
	133,745.00						

#### ADDITIVE ALTERNATE 4 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	952.00
2	Construction Site Management	LS	LS	LS	2,577.95
3	Plane Asphalt Concrete Pavement (Edge Grind)	4,154	SY	2.70	11,215,80
4	Plane Asphalt Concrete Pavement (Header Cut)	800	SY	4.30	3,440.00
5	Plane Asphalt Concrete Pavement (Full Width)	4,734	SY	4.20	19,882 20
6	Asphalt Concrete (Leveling)	2	TON	486.00	972.00
7	Asphalt Concrete, Type A	34	TON	69.00	2,346,50
8	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,652	TON	101.50	167,678.00
9	Replace Asphalt Concrete Surfacing	12	CY	482.00	5,784.00
10	Place Asphalt Concrete Dike	187	LF	13.30	2,487.10
11	Asphaltic Emulsion (Fog Seal Dike)	1	TON	2,161.00	2,161.00
12	Minor Concrete (Curb Ramp)	44	CY	941.00	41,404.00
13	Paint Traffic Stripe (2-Coat)	9,973	LF	0.55	5,485.15
14	Preformed Thermoplastic Pavement Marking	416	SF	5.50	2,288.99
15	Pavement Marker, Retroreflective	284	EA	3.30	937.20
16	Adjust Manhole Cover	2	EA	211.00	422.00
17	Adjust Monument Cover	9	EA	93.00	837.99
18	Field Orders	5,000	DLR	1.00	5,000.00
	275,870.00				

Name of Bidder <u>SRM Contracting and Paving</u> | 7/14 2-3c (Addendum 2)

#### ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1019235)

	(SharpeSoit #10					
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL	
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)	
1	Prepare and Implement Water Pollution Control Program					
2	Construction Site Management LS LS LS				2,587.30	
3	Plane Asphalt Concrete Pavement (Edge Grind)	1,760	SY	4.10	7,2160	
4	Plane Asphalt Concrete Pavement (Header Cut)	822	SY	5.30	4,356.00	
5	Asphalt Concrete (Leveling)	1	TON	915.00	915.00	
6	Asphalt Concrete, Type A	14	TON	72.00	1,008.00	
7	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,136	TON	101.00	114,7360	
8	Replace Asphalt Concrete Surfacing	7	CY	827.00	5,789.00	
9	Minor Concrete (Curb Ramp)	20	CY	941.00	18,82000	
10	Paint Traffic Stripe (2-Coat)	10,450	LF	0.55	5,747.50	
11	Preformed Thermoplastic Pavement Marking	914	SF	5.50	5,027,00	
12	Pavement Marker, Retroreflective	182	EA	3.30	1000 100	
13	Portable Changeable Message Sign	2	EA	1,459.00	2918	
14	Adjust Manhole Cover	5	EA	211.00	1,055.	
15	Adjust Survey Monument Cover	4	EA	93.00	3+2=	
16	Field Orders	8,000	DLR	1.00	8,000.00	
•	180,100 00					

#### **BID TOTALS**

BASE BID TOTAL	
BASE BID + ADDITIVE ALTERNATE 1 TOTAL	\$ 2,423,813
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL	\$ 2,725,935.00
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL	\$ 2,859,680=
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL	\$ 3,135,550 <sup>®</sup>
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL (TOTAL BID)	\$ 3,315,650.

Name of Bidder SRM Contracting and Paving

#### BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$2,554,740:

- 1. Base Bid
- 2. Base Bid plus Additive Alternate 1
- 3. Base Bid plus Additive Alternates 1 and 2
- 4. Base Bid plus Additive Alternates 1, 2 and 3
- 5. Base Bid plus Additive Alternates 1, 2, 3 and 4
- 6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors**.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

#### PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

#### DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

#### DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State. or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

#### NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

State of California	) ) ss
County of San Diego	)
(Name) Arnold Veldkar is (Title) Secretary making the foregoing bid that the person, partnership, company, not collusive or sham; that the bidder to put in a false or sham or agreed with any bidder or a bidding; that the bidder has communication, or conference fix any overhead, profit, or cost advantage against the public contract; that all statements of directly or indirectly, submitted or divulged information or data	Inited States Code Section 112 and Public Contract Code 7106  Inp
I hereby certify, under penalty	of perjury, that the foregoing statement is true and correct.
; !	SIGNATURE OF BIDDER AND DATE 5/8/15

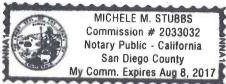
#### **JURAT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of <u>San Diego</u>

Subscribed and sworn to (or affirmed) before me on this  $8^{th}$  day of May, 2015, by Arnold Veldkamp, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Seal)



Signature Michal M. Stubb

# County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

#### The following representations and certifications are to be completed, signed and returned with the offer.

1.	<b>以</b> Fo	NESS TYPE pr-profit ☐ Non-profit ☐ Government th proof of status for Non-profit.		4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in
2.	In acc a non to ide interlo exists into a Offero subco entity	RLOCKING DIRECTORATE cordance with Board of Supervisors Policy A-79, if Offeror is a indicated in paragraph 1 above, Offeror is required entify any related for-profit subcontractors in which an ocking directorate, management or ownership relationship is. By submission of this offer, Offeror certifies it will not enter a subcontract relationship with a related for-profit entity if or is a non-profit entity. If Offeror is a non-profit and will be ontracting with a related for-profit entity, Offeror must list the (ies) on an attached separate sheet listing them all and the act must be approved by the Board of Supervisors		<ul> <li>4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.</li> <li>4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.</li> <li>4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as</li> </ul>
3.	Offero opera	NESS REPRESENTATION or represents as a part of this offer that the ownership, ation, and control of the business are:  Are you a small business with:  100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees?  ☐ Yes ☒ No  Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No  Are you certified by the State of California as a:		certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).  4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit
	3.4.	☐ Disabled Veteran Business Enterprise (DVBE)  Certification #: ☐ Small Business Enterprise (SBE)  Certification #:  See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements. <a href="http://www.dgs.ca.gov/pd/Programs/OSDS.aspx">http://www.dgs.ca.gov/pd/Programs/OSDS.aspx</a> .  Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): /// %	<ol> <li>6.</li> </ol>	that list along with the proposal.  CERTIFICATE OF CURRENT COST OR PRICING  This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.  CERTIFICATE OF INDEPENDENT PRICING  By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own
4.	A.1. A. do to	TIFICATE REGARDING DEBARMENT, SUSPENSION AND ATED MATTERS or hereby certifies to the best of its knowledge that neither it my of its officers:  Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, orgery, bribery, falsification or destruction of records, making alse statements, or receiving stolen property; and	7.	<ul> <li>organization, that in relation to this procurement:</li> <li>6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and</li> <li>6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and</li> <li>6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.</li> <li>The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9</li> </ul>
		CERTIE	ICAT	form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).
und Na Titl	ler pen me: _ e: _	nation furnished in Paragraphs 1 through 7 is certified to be fally of perjury under the laws of the State of California.  Arnold Veldkamp  Secretary  y/Organization: SRM Contracting and P	actua Sigr	nature:  Date: 5/8//5
		J 1		J

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

	PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.
	CHED & II NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)				
* BB-4 BB-8 * BB-	• `	Coldrin-Place Recycling (Hartial) Emulsified Recycling	Pavement Recycling Systems 10240 San Sevaine Way	569352	11.56 %	1000003343
		Agent Fog Seal Coat Rumble Strip (partial)	Jurupa Valley, CA 91752			
BB-17, BB-1: *BB-23, Alt Alt 1-12, Alt	8,86-1 1-11, 1-13.	1 Striping, Pavemen Markings, pavement markers, and	r Statewide Stripes P.O. Box 600710 San Diego. CA	788284	3,5 %	100000 1334
AH 2-11 (AH	2-10, 3-10,		San Diego, CA 92160			
Alt 4-13, Alt Alt 4-15, Alt Alt 5-11, Alt	5-10,					
	:					
* BB-16 * Al+1- * Al+1-	9 10	Minor Concrete (Partial)	Carolino Construction Corporation 903 Highland Ave.	831710	1,77 %	1000007840
* Alt 3 * Alt 4 * Alt 5	-12		National City, CA 91950			

TOTAL % SUBCONTRACTED 16.83%

Name of Bidder SRM Contracting and Paving

PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.	
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)			CONTINUE		
				DAMAGE PARTY		
	And American			A Anna Aragonia		

ГС	T	'AL	. %	SU	JBCON	₹TRA	CT	ΕD	

Name of Bidder SRM Contracting and Paving

### DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

***************************************	***************************************	<b>XXX</b>	***************************************	••••		
BUSINESS NAME (PRIME)	DIR REGISTRATION NO.		EMAIL ADDRESS			
				Contact for this Project)		
SRM Contracting and Paving	1000003711		bbut	ler Estmcp, com		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:						
ASBESTOS	BOILERMAKER		BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS		DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	X	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES		PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM		SURVEYORS	★ TEAMSTER		
TILE WORKERS	<u></u>		-			
***************************************	***************************************	<b>000</b>	***************************************	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.		E	MAIL ADDRESS		
			(Point of	Contact for this Project)		
Pavement Recycling Systems	1000003363		dsante@pa	vementrecycling, com		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:			•			
ASBESTOS	BOILERMAKER		BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS		DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	X	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES		PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM		SURVEYORS	TEAMSTER		
TILE WORKERS						
***************************************	***************************************	<b>100</b>	***************************************	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	DIR REGISTRATION NO.		EMAIL ADDRESS		
			(Point of	Contact for this Project)		
Carolino Construction Corp	1000007840		junior @ caro	lino construction.com		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:			J			
ASBESTOS	BOILERMAKER		BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS		DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS	IRON WORKERS		
X LABORERS	MILLWRIGHTS	X	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES		PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM		SURVEYORS	TEAMSTER		
TILE WORKERS	Transcript photography of the control of the contro		-			

### DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

·····	*****				
BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EM	EMAIL ADDRESS		
		(Point of Contact for <u>this</u> Project)			
CLASSIFICATIONS TO BE USED FOR THIS PROJE	CT:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
	***************************************	·	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EM	EMAIL ADDRESS		
		(Point of C	Contact for <u>this</u> Project)		
Statewide Stripes	1000001334	tom@statev	videstripes.com		
CLASSIFICATIONS TO BE USED FOR THIS PROJE	ст:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
X LABORERS	MILLWRIGHTS	OPERATING ENG	X PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
***************************************	***************************************	***************************************	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS			
		(Point of C	Contact for <u>this</u> Project)		
	,				
CLASSIFICATIONS TO BE USED FOR THIS PROJE	ECT:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS	<u> </u>				

FOR: COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; ORACLE PROJECT NO. 1019235
Accompanying this proposal is Bidder's Bond
in amount equal to at least ten percent of total of the bid.
(NOTICE: Insert the words "cash (\$)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)
The names of all persons interested in the foregoing proposal as principals are as follows:
IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full. よらとと みれるこれできれる
Superior Ready Mix Concrete, LP, dba SRM Contracting and Paving
J. Brouwer Investments, Inc - General Partner
JBCHC Limited Partnership - Limited Partner
Licensed in accordance with an act providing for the registration of Contractors,
License No. <u>626277</u> Classification (s) <u>A</u> Exp. Date <u>8/31/2015</u>
Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board on page 2-2 as being received by the bidder, this Proposal may be rejected.
By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.
I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.
(Superior Ready Mix Concrete, LP, dba SRM Contracting and Paving Legal Name of Bidder
SIGN
HEDE (III)
HERE (by (SEAL) Signature
( Signature
Secretary
Title
NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.
Business address 7192 Mission Gorge Road, San Diego, CA 92120
Telephone (619 ) 265-0955 Fax (619 ) 583-3147
E-Mail address bbutler @ Srmcp, com
Dated May 8 , 20 15 , at San Diego , California.
7/14 2-8 SIGNATURE PAGE/COUNTY

LIC. # 626277-A

SUPERIOR READY MIX CONCRETE, L. P. DBA ~ SRM CONTRACTING & PAVING A California Limited Partnership 1508 W. Mission Road Escondido, CA 92029

#### General Partner:

J. BROUWER INVESTMENTS, INC., A California Corporation Jacob Brouwer, President Garret Brouwer, Vice President Arnold Veldkamp, Secretary Brent Cooper, V. P.

Address: 1508 W. Mission Road, Escondido, CA 92029

#### **Limited Partner:**

JBCHC LIMITED PARTNERSHIP, A California Limited Partnership Jacob Brouwer, General Partner Address: 1508 W. Mission Road, Escondido, CA 92029

	BOND NON/A
BIDD	ER'S BOND
KNOW ALL MEN BY THESE PRESENTS:	
That we Superior Ready Mix Concrete L.P. dba S	GRM Contracting & Paving
as Dringing and	
as Surety, are held and firmly bound unto the County of San the County, in the penal sum of TEN PERCENT (10%) O submitted by said Principal to the County for the work desci	Diego, a political subdivision of the State of California, hereinafter called F THE TOTAL AMOUNT OF THE BID of the Principal above named ribed below, for the payment of which sum in lawful money of the United is, executors, administrators and successors, jointly and severally, firmly
In no case shall the liability of the Surety hereund	er exceed the sum of Ten Percent of Bid Amount
THE CONDITION	OF THIS OBLIGATION IS SUCH,
That whereas the Principal has submitted the ab- specifically described as follows, for which bids are to be o	ove-mentioned bid to the County of San Diego for certain construction pened on May 14, 2015 for DATE
COUNTYWIDE ASPHALT CONCRETE OVE	RLAY FISCAL YEAR 2014-2015; ORACLE NO. 1019235
of the same, or, if no period be specified, within sixty (60) da no period be specified, within ten (10) days after the prescrit with the County, in the prescribed form, in accordance wit	not withdraw said bid within the period specified therein after the opening tys after said opening, and shall within the period specified therefor, or, it bed forms are presented to him for signature, enter into a written contract the bid as accepted, and file the two bonds with the County, one to payment for labor and materials, as required by law, then this obligation full force and virtue.
In the event suit is brought upon this bond by the C by the Owner in such sult, including a reasonable attorney'	ounty and judgement is recovered, the Surety shall pay all costs incurred s fee to be fixed by the court.
IN WITNESS WHEREOF, We have hereunto set of	our hands and seals on this 21st day of April A.D. 20,15 Superior Ready Mix Concrete L.P. dba
Nationwide Mutual Insurance Company	(SEAL) SRM Contracting & Paving (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)
	(SEAL)(SEAL)(SEAL)(SEAL)
Keith E. Clements, Attorney-in-Fact	Arnold Veldkamp, Secretary
STATE OF	ACKNOWLEDGEMENT OF SURETY SEE ATTACHED
COUNTY OF	) 99
On this day of	in the year 20 hefore me
be the person whose name is subscribed to the within ins	a notary public in and for said County and State personally known to me (or proved to me on the basis of satisfactory evidence) to trument as the attorney-in-fact of the the wledged to me that he subscribed the name of said corporation thereto as
NOTE: (a) Signature of those executing for	Makeny Dukille In and fault - C
Surety must be properly acknowledged.  (b) The Attorney-in-fact must attach	Notary Public In and for the County of
a certified copy of Power of Attorney.	State of California

#### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of San Diego

On <u>April 21, 2015</u> before me, <u>Michele M. Stubbs, Notary Public</u>, personally appeared <u>Arnold Veldkamp</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

MICHELE M. STUBBS
Commission # 2033032
Notary Public - California
San Diego County
My Comm. Expires Aug 8, 2017

WITNESS my hand and official seal.

#### **Power of Attorney**

#### KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation Farmland Mutual Insurance Company, an Iowa corporation Nationwide Agribusiness Insurance Company, an Iowa corporation AMCO Insurance Company, an Iowa corporation Allied Property and Casualty Insurance Company, an Iowa corporation Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Keith E. Clements, La Mesa, CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

#### Four Million Dollars and NO/100

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents.

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the

13th day of February, 2014.







**ACKNOWLEDGMENT** 







#### STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies. Sandy ality

Sandy Alitz Notarial Seal - Iowa Commission Number 152785 My Commission Expires March, 24, 2017

Notary Public My Commission Expires March 24, 2017

#### CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have herei	unto subscribed my name as Secretar	y, and affixed the corporate seals of	of said Companies this	21st day

April , 20 15

Aut tw Isa in

March 24, 2017 This Power of Attorney Expires

BDJ 1(03-14) 00

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### **ACKNOWLEDGMENT**

State of California County of San Diego

On <u>April 21, 2015</u> before me, <u>Diana Kelly, Notary Public</u>, personally appeared <u>Keith E. Clements</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

DATE:	ORACLE PROJECT NO.	1019235
	COUNTY OF SAN DIEGO BIDDER DVBE INFORMATION (Due within 2 business days of bid opening)	

DDO IECT TITLE:	COLINITYMIDE	TIANDOA	OVEDLA	AV EICONI	VEAD 2017	1.2015

THOUSE THE COUNTY WIDE ACTIVATE OVERLANT FLOORE FERRENCE TO THE						
BIDDER: _		BIDDER REPRESENTATIVE:				
BID SCHED & ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL If not entire item indicate as portions of.	NAME OF CERTIFIED DVBE TO BE USED (PRIME, SUBCONTRACTOR OR VENDOR) AND ADDRESS, TELEPHONE, AND <b>CERTIFICATION NUMBER</b>	DOLLAR AMOUNT TO BE PAID THIS DVBE			
		TOTAL DOLLARS TO CERTIFIED DVBE (PRIME, SUBCONTRACTOR OR VENDOR)	\$			
	TATION OF LITH IZATION	AND COMPARISON WITH THE DVPE DARTICIDATION	XI			

#### COMPUTATION OF UTILIZATION AND COMPARISON WITH THE DVBE PARTICIPATION

Disabled	Total Amount to DVBE Total Bid	x 100 = Percent of Utilization	3% *See DVBE and DVBE
Veterans	Total blu	x 100 =%	Participation information sections to determine if goal
			required for this solicitation



JOHN M. PELLEGRINO DIRECTOR DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger Assistant Director

May 6, 2015

#### **ADDENDUM No. 1**

# COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-1015; ORACLE PROJECT NO. 1019235 - (RFB 6862)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### **CHANGES:**

1. Delete Page 2-3 in Part 2 and replace with Page 2-3 (Addendum 1).

#### **ATTACHMENTS:**

1. Page 2-3 (Addendum 1)

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.



JOHN M. PELLEGRINO

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER

May 8, 2015

#### ADDENDUM NO. 2

# COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-1015; ORACLE PROJECT NO. 1019235 - (RFB 6862)

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### **CHANGES:**

- 1. Delete Page 2-3 to 2-3d in Part 2 and replace with Page 2-3 to 2-3d (Addendum 2).
- 2. Delete Page 4-5 in Part 4 and replace with Page 4-5 (Addendum 2).

#### **ATTACHMENTS:**

- 1. Page 2-3 to 2-3d (Addendum 2)
- 2. Page 4-5 (Addendum 2)

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

The Contractor shall take special care to avoid either damage or interruption of service during construction.

The Contractor shall ascertain the exact location of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with their service.

At least 48 hours before starting excavation, the Contractor shall verify the location of existing underground facilities by contacting Underground Service Alert (1-800-422-4133) and by individually contacting operators of gravity sewer systems and certain other utilities which are not members of Underground Service Alert.

In accordance with Section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the Contract Plans or Specifications, the Contractor shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall inform the Engineer in writing of any non county owned manholes, cleanouts, valve covers, survey monument frames, etc that are deemed to be "low" (1/2" below finished grade) after all work is complete. The Engineer shall notify the appropriate utility of these occurrences through the Utility Coordinator.

The Contractor is advised that Sweetwater Authority will perform maintenance work on the following Base Bid Roads:

Bell Bonnie Brae Road Annie Laurie Lane Mirar Court

The Contractor is advised that Otay Water District will perform maintenance work on the following Additive Alternate 4 Road:

**Bonnie Lane** 

Paving operations shall not commence on these roads prior to the completion of the maintenance work described above. The Contractor is advised to take this into account when developing the project schedule.

Prior to scheduling the work, The Contractor shall coordinate with the County Utility Coordinator, Lawrence Hirsch ((858) 694-2215).

An appropriate time extension will be allowed and the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be at force account in accordance with the extra work provisions of the Contract.

# Next Bid



6465 Marindustry Place San Diego, CA 92121 License No. 750542A/B

FORWARDING & RETURN POSTAGE GUARANTEED

Exp 6/30/16

County of San Diego Department of Purchasing and Contracting 5560 Overland Avenue, Suite 270 San Diego, CA 92123



6465 Marindustry Place San Diego, CA 92121 License No. 750542A/B

FORWARDING & RETURN POSTAGE GUARANTEED

# **Bid Documents for:**

RFB 6862 Countywide Asphalt Concrete Overlay Fiscal Year 2014-2015 Oracle Project No. 1019235

# Bid Opening Date and Time: May 14, 2015 at 2:00 PM



## PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

# STATE OF CALIFORNIA COUNTY OF SAN DIEGO PROPOSAL TO THE BOARD

#### **FOR**

#### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015 ORACLE PROJECT NO. 1019235

#### RFB NO. 6862

Name of Bidder	HAZARD CONSTRUCTION COMPANY 6465 MARINDUSTRY DRIVE	
Business Address	P.O. BOX 229000 SAN DIEGO, CA 92192-9000	
	(858) 587-3600 FAX (858) 453-6034 LIC. 750542A	
Place of Residence		

#### LOCATION

The work to be performed under this Contract is located in various locations, in the County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and Special Provisions annexed hereto and including Addenda Nos. 1, and 2, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006; the Amendments to said Standard Specifications contained in Part VI of these Contract Documents; the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents; and select specifications from the "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition; and the 2012 Regional Supplement to "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition, as cited in the Technical Provisions of this Contract Document.

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

#### The County may deem non-responsive any bids that contain any mathematical errors.

#### BASE BID SCHEDULE

(SharpeSoft #1019235)

		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	10,000
2	Construction Site Management	LS	LS	LS	122,000-
3	Plane Asphalt Concrete Pavement (Edge Grind)	7,835	SY	2.50	19,587.50
4	Plane Asphalt Concrete Pavement (Header Cut)	2,072	SY	4.	8,288,
5	Asphalt Concrete (Leveling)	4	TON	500.	2.000-
6	Cold-In-Place Recycling	56,588	SY	7.	396,116.
7	Emulsified Recycling Agent	258	TON	600-	154.800
8	Asphaltic Emulsion (Fog Seal Coat)	24	TON	600-	14,400.
9	Asphaltic Emulsion (Fog Seal Dike)	1	TON	500.	500.
10	Sand Cover	57	TON	135	7.695
11	Asphalt Concrete, Type A	164	TON	80-	13/20.
12	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	10,804	TON	99-	1,069,596.
13	Replace Asphalt Concrete Surfacing	70	CY	250	17,500.
14	Place Asphalt Concrete Dike	435	LF	15.	6525.
15	Shoulder Backing	211	CY	125.	26,375
16	Minor Concrete (Curb Ramp)	2	CY	3000.	6000
17	Paint Traffic Stripe (2-Coat)	72,184	LF	040	28.873 60

Name of Bidder HAZARD CONSTRUCTION COMPANY

## BASE BID SCHEDULE (Continued)

(SharpeSoft #1019235)

				Charpoodit	0.102007
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
18	Preformed Thermoplastic Pavement	1,330	SF	20.	26 600.
19	Pavement Marker, Retroreflective	2,145	EA	3.	26,600. 6,435.
20	Adjust Survey Monument Cover (M-10)	23	EA	400.	9 200 -
21	Adjust Manhole Cover	11	EA	200.	2,200.
22	Portable Changeable Message Sign	2	EA	1250.	2500
23	Rumble Stripe	10,200	LF	150	15,300.
24	Field Orders	15,000	DLR	1.00	15,000.00
		<b>1</b>		BASE BID TOTAL	1,980,611

#### ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	5,000 -
2	Construction Site Management	LS	LS	LS	26,000-
3	Plane Asphalt Concrete Pavement (Full Width)	35,074	SY	2.	70,148
4	Asphalt Concrete, Type A	66	TON	80.	5 280.
5	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	3,630	TON	100-	363,000
6	Replace Asphalt Concrete Surfacing	30	CY	250-	7,500.
7	Replace Asphalt Concrete Dike	100	LF	25.	2,500.
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	500.	500.
9	Minor Concrete (Curb & Gutter)	15	LF	60.	900.
10	Minor Concrete (Curb Ramp)	5	CY	2500	12.500
11	Paint Traffic Stripe (2-Coat)	21,773	LF	040 837	8056
12	Pavement Marker, Retroreflective	650	EA	3.	1950
13	Preformed Thermoplastic Pavement Marking	640	SF	20.	12.800.
14	Portable Changeable Message Sign	2	EA	1250.	2,500. 10,000.00
15	Field Orders	10,000	DLR	1.00	10,000.00
		ADD	TIIVE ALTE	ERNATE 1 TOTAL	528,634,01
	HAZARD CONSTE	DI ICTION CO	MIDANY		529,287,2

HAZARD CONSTRUCTION COMPANY

Name of Bidder\_ 7/14

2-3a (Addendum 2)

PART 2/COUNTY

## ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1019235)

				(Ondipodoit ii )	
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	5,000.
2	Construction Site Management	LS	LS	LS	20,000-
3	Plane Asphalt Concrete Pavement (Header Cut)	433	SY	20.	8,660.
4	Asphalt Concrete (Leveling)	2	TON	500.	1000-
5	Asphalt Concrete, Type A	91	TON	80.	7,280.
6	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	2,613	TON	102.	266,526.
7	Replace Asphalt Concrete Surfacing	46	CY	250.	11,500.
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	500	500.
9	Preformed Thermoplastic Pavement Marking	210	SF	20.	4,200.
10	Paint Traffic Stripe (2-Coat)	21,970	LF	0.39	8568.
11	Pavement Marker, Retroreflective	718	EA	3.	2,154.
12	Portable Changeable Message Sign	2	EA	1,500.	3,000.
13	Adjust Survey Monument Cover	16	EA	400	6400-
14	Field Orders	10,000	DLR	1.00	10,000.00
		ADD	ITIIVE ALT	ERNATE 2 TOTAL	354,788.30

### ADDITIVE ALTERNATE 3 SCHEDULE

(SharpeSoft #1019235)

				(Sharpeson #1	019233)
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	4,200-
2	Construction Site Management	LS	LS	LS	15,900.
3	Plane Asphalt Concrete Pavement (Edge Grind)	774	SY	5-	3.870.
4	Plane Asphalt Concrete Pavement (Header Cut)	183	SY	8.	1.464.
5	Plane Asphalt Concrete Pavement (Full Width)	7,174	SY	2.80	20.087.20
6	Asphalt Concrete (Leveling)	1	TON	560.	560.
7	Asphalt Concrete, Type A	1,009	TON	84.	84.756
8	Replace Asphalt Concrete Surfacing	6	CY	901	5 406.

MATADO	CONCTO	LOVENINAS	COMPANY
HAZAKU	CUNSIN	JALLES STATE	ALALMME PARK II

Name of Bidder	11. 22 11. 24.11	N-10CM HOMOMAN	
_	-		

# ADDITIVE ALTERNATE 3 SCHEDULE (Continued)

(SharpeSoft #1019235)

				10.10.100001111	/
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
9	Minor Concrete (Curb Ramp)	10	CY	2.090.	20,900.
10	Preformed Thermoplastic Pavement	92	SF	21	1,9327
11	Adjust Manhole Cover	2	EA	210.	420.
12	Adjust Survey Monument Cover	4	EA	200-	800-
13	Field Orders	5,000	DLR	1.00	5,000.00
		ADD:	ITIIVE ALT	ERNATE 3 TOTAL	165,295,20

### ADDITIVE ALTERNATE 4 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	4,200
2	Construction Site Management	LS	LS	LS	17,900-
3	Plane Asphalt Concrete Pavement (Edge Grind)	4,154	SY	2 90	12,046,60
4	Plane Asphalt Concrete Pavement (Header Cut)	800	SY	5.	4,000.
5	Plane Asphalt Concrete Pavement (Full Width)	4,734	SY	3.	14,202
6	Asphalt Concrete (Leveling)	2	TON	560.	1,120.
7	Asphalt Concrete, Type A	34	TON	77.	2,618.
8	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,652	TON	102.40	169,164,80
9	Replace Asphalt Concrete Surfacing	12	CY	680.	8160-
10	Place Asphalt Concrete Dike	187	LF	17.	3,179.
11	Asphaltic Emulsion (Fog Seal Dike)	1	TON	7.300.	7,300.
12	Minor Concrete (Curb Ramp)	44	CY	1.750	77,000
13	Paint Traffic Stripe (2-Coat)	9,973	LF	0.40 030	3989.20
14	Preformed Thermoplastic Pavement Marking	416	SF	21.	8736.
15	Pavement Marker, Retroreflective	284	EA	3.	852.
16	Adjust Manhole Cover	2	EA	250.	500.
17	Adjust Monument Cover	9	EA	400.	3,400.
18	Field Orders	5,000	DLR	1.00	5,000.00
		ADD	ITIIVE ALT	ERNATE 4 TOTAL	343 567 60

Name of Bidder HAZARD CONSTRUCTION COMPANY 2-3c (Addendum 2)

## ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1019235)

		DOMENTA MED	TINITE OF	UNIT PRICE	TOTAL
ITEM		ESTIMATED	UNIT OF		
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	4,200.
2	Construction Site Management	LS	LS	LS	17,850.
3	Plane Asphalt Concrete Pavement (Edge Grind)	1,760	SY	5.	8,800.
4	Plane Asphalt Concrete Pavement (Header Cut)	822	SY	5.	4,110.
5	Asphalt Concrete (Leveling)	1	TON	2000.	2,000.
6	Asphalt Concrete, Type A	14	TON	75.	1,050.
7	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,136	TON	110.	124,960.
8	Replace Asphalt Concrete Surfacing	7	CY	1000-	7,000.
9	Minor Concrete (Curb Ramp)	20	CY	2,090.	41,800.
10	Paint Traffic Stripe (2-Coat)	10,450	LF	0.40	4,180.
11	Preformed Thermoplastic Pavement Marking	914	SF	21.	19,194.
12	Pavement Marker, Retroreflective	182	EA	3.	546.
13	Portable Changeable Message Sign	2	EA	1250.	2,500.
14	Adjust Manhole Cover	5	EA	250.	1,250.
15	Adjust Survey Monument Cover	4	EA	400,	1.600.
16	Field Orders	8,000	DLR	1.00	8,000.00

#### **BID TOTALS**

BASE BID TOTAL	
BASE BID + ADDITIVE ALTERNATE 1 TOTAL \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL\$ 2,864,686	
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL\$ 3,029,981	
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL\$ 3, 373, 549 40	
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL (TOTAL BID)\$ 3, 622,589	-

# HAZARD CONSTRUCTION COMPANY

Name of Bidder\_

#### BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$2,554,740:

- 1. Base Bid
- 2. Base Bid plus Additive Alternate 1
- 3. Base Bid plus Additive Alternates 1 and 2
- 4. Base Bid plus Additive Alternates 1, 2 and 3
- 5. Base Bid plus Additive Alternates 1, 2, 3 and 4
- 6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors**.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

#### PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

#### DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

#### DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State. or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

#### NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

State of California	) ) ss
County of San Diego	)
is (Title) Testion A. Mordn is	nited States Code Section 112 and Public Contract Code 7106  birst duly sworn, deposes and says that he or she of (Company) Hozard Construction: the party he bid is not made in the interest of, or on behalf of, any undisclosed association, organization, or corporation; that the bid is genuine and bid, and has not directly or indirectly induced or solicited any other bid, and has not directly or indirectly colluded, conspired, connived anyone else to put in a sham bid, or that anyone shall refrain from not in any manner, directly or indirectly, sought by agreement with anyone to fix the bid price of the bidder or any other bidder, or to element of the bid price, or that of any other bidder, or to secure any body awarding the contract of anyone interested in the proposed ontained in the bid are true; and, further, that the bidder has not his or her bid price or any breakdown thereof, or the contents thereof relative thereto, or paid, and will not pay, any fee to any corporation ion, organization, bid depository, or to any member or agent thereof m bid.
I hereby certify, under penalty	of perjury, that the foregoing statement is true and correct.
	DATE 5/8/15

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of San Diego

Subscribed and sworn to (or affirmed) before me on this 11th day of May \_\_\_\_\_, 20\_15, by Jason A. Mordhorst

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SANDRA KOSTYRKA COMM. #2100307 NOTARY PUBLIC © CALIFORNIA SAN DIEGO COUNTY Commission Expires Mar. 15, 2019

(Seal) Signature

# County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

The	e follo	wing representations and certifications are to be co	nple	ted, signed and returned with the offer.
1.	BUSII Fo	NESS TYPE r-profit  Non-profit  Government n proof of status for Non-profit.	-	<b>4.3</b> Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in
2.	In accordance a non- to ide interlo exists into a Offero subco- entity(	RLOCKING DIRECTORATE cordance with Board of Supervisors Policy A-79, if Offeror is profit as indicated in paragraph 1 above, Offeror is required entify any related for-profit subcontractors in which an acking directorate, management or ownership relationship. By submission of this offer, Offeror certifies it will not enter a subcontract relationship with a related for-profit entity if or is a non-profit entity. If Offeror is a non-profit and will be entracting with a related for-profit entity, Offeror must list the (ies) on an attached separate sheet listing them all and the lact must be approved by the Board of Supervisors		<ul> <li>4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.</li> <li>4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.</li> <li>4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as</li> </ul>
3.	Offero	NESS REPRESENTATION or represents as a part of this offer that the ownership, tion, and control of the business are:  Are you a small business with:  100 or fewer employees and average annual gross		certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).  4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to
	3.2. 3.3.	receipts of \$14 million or less or; a manufacturer with 100 or fewer employees?		perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
		Certification #:  Small Business Enterprise (SBE) Certification #:  See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.	5.	CERTIFICATE OF CURRENT COST OR PRICING This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.
		http://www.dgs.ca.gov/pd/Programs/OSDS.aspx.	6.	CERTIFICATE OF INDEPENDENT PRICING
	3.4.	Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):  %		By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:
4.	Offeronor are	TIFICATE REGARDING DEBARMENT, SUSPENSION AND ATTED MATTERS  or hereby certifies to the best of its knowledge that neither it my of its officers:  are presently debarred, suspended, proposed for debarment, eclared ineligible, or voluntarily excluded from covered cansactions by any Federal department or agency; and		6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and 6.2. Unless otherwise required by law, the prices which have been
	4.2. H b th ca a u a	lave within a three (3) year period preceding this agreement een convicted of or had a civil judgment rendered against hem for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing public (Federal, State, or local) transaction or contract nder a public transaction; violation of Federal or State intitrust statutes or commission of embezzlement, theft,		quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and  6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
		orgery, bribery, falsification or destruction of records, making alse statements, or receiving stolen property; and	7.	The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).
		CERTIF nation furnished in Paragraphs 1 through 7 is certified to be fa alty of perjury under the laws of the State of California.		FION I and correct as of the date submitted and this certification is made
	me:	JASON A. MORDHORST, PRESIDENT	Sign	nature:
Title	e: _			Date: 5/8/15
Col	mpany	//Organization: HAZARD CONSTRUCTION	CO	MPANY

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

#### **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

## **DESIGNATION OF SUBCONTRACTORS**

		ON OF WORK TO BE BCONTRACTED	BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.
	BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)			CONTRACT	
BB	6,7,8,3 4,23	COLD IN PLACE RECYCLE COLD PLANE RUMMBLE STRIP	PAVEMENT RECYCLING SYSTEMS 10240 SAN SEVAINE WY. JURNING VLY. CA 91752	519352		1000003363
ALT I	3					
ALT3						
MUS	3,4,5					
BB	17-19	STRIPING MARKING MARKES	STATEWINE STRIPES IAC PO BOX GOOTIO SAN DIRGO CA 92160	788286		1000001334
ALT2	9-11					
ALT 4	13-15					
ALTS	10-12					
						A.

TOTAL	% SUBCON	TRACTED	

Name of Bidder HAZARD CONSTRUCTION COMPANY

# **DESIGNATION OF SUBCONTRACTORS**

PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME CSLB AND ADDRESS LICENSE NO. [Street, City, State, Zip]		PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)			CONTRACT	
			•		
			A-A		

TOTAL % SUBCONTRACTED

Name of Bidder\_\_\_\_\_

# DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*************	~~~~~		
BUSINESS NAME (PRIME)	DIR REGISTRATION NO.		EMAIL ADDRESS (Point of Contact for this Project)		
HAZARD CONSTRUCTION COMPANY	•	Morethors	te hazard con com		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:	D-	7	This said the said th		
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
	***************************************	***************************************			
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EM	AIL ADDRESS		
		(Point of C	Contact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS		<u> </u>			
	***************************************	***************************************			
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EM	AIL ADDRESS		
		(Point of C	Contact for this Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					

# DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMA	ALL ADDRESS		
		(Point of Co	(Point of Contact for this Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
		·····			
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	AIL ADDRESS		
		(Point of Co	ontact for <u>this</u> Project)		
PAVEMENT RECYCLING SYSTEMS	1000003363	dsan+a@paver	dsan+a@pavementrectcling.com		
CLASSIFICATIONS TO BE USED FOR $\underline{THIS}$ PROJECT:		•			
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
•••••••		·····			
BUSINESS NAME (SUB)	DIR REGISTRATION NO.		EMAIL ADDRESS		
		(Point of Co	ontact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					

# DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS  (Point of Contact for this Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS	
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS	
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS	
LABORERS	MILLWRIGHTS	OPERATING ENG PLASTERS	PAINTERS	
PILE DRIVERS	PIPE TRADES		ROOFERS	
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER	
TILE WORKERS				
***************************************	***************************************		***************************************	
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	IL ADDRESS	
			ntact for this Project)	
STATEWIDE STRIPES INC	1000001334	tome statewide	stripes.com	
CLASSIFICATIONS TO BE USED FOR THIS PROJECT	T:			
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS	
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS	
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS	
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS ROOFERS	
PILE DRIVERS	PIPE TRADES	PLASTERS		
SHEET METAL SOUND/COMM		SURVEYORS	TEAMSTER	
TILE WORKERS				
•••••		·····	***************************************	
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS		
		(Point of Co	ntact for <u>this</u> Project)	
CLASSIFICATIONS TO BE USED FOR THIS PROJECT	Γ:			
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS	
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS	
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS	
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS	
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS	
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER	
TILE WORKERS				

FOR: COUNTYWIDE A	ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; ORACLE PROJECT NO. 1019235	
Accompanying this prop	posal is Bidders Bond	
in amount equal to at lea	ast ten percent of total of the bid.	-
(NOTICE: Insert the words "cash (\$)," "cashier's check," "certified check," or "bidder's bond," as the case may be.		
The names of all persons interested in the foregoing proposal as principals are as follows:		
the president, secretary	If bidder or other interested person is a corporation, state legal name of corporation, also name, treasurer and manager thereof; if a copartnership, state true name of firm, also names of mposing firm; if bidder or other interested person is an individual, state first and last names in	of all
Licensed in accordance	with an act providing for the registration of Contractors,	
License No. 7505L	Classification (s) A C31 Exp. Date (0/30/16)	
Warning - If an addendu	m or addenda have been issued by the Department and not noted in the Proposal to the Boar red by the bidder, this Proposal may be rejected.	rd on
(Chapter 5, Title 2 of the perjury under the laws o Title 23 United States	th the requirements of Section 8103 of the Fair Employment and Housing Commission Regulat California Administrative Code). By my signature on this proposal I further certify, under pena f the State of California and the United States of America, that the Noncollusion Affidavit requin Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Feb barment and Suspension Certification are true and correct.	ilty of ed by
I hereby certify, under p	enalty of perjury, that the foregoing proposal to the Board is true and correct.	
	HAZARD CONSTRUCTION COMPANY	
	Legal Name of Bidder	
SIGN		
HEDE		
HERE	( by	EAL)
	JASON A. MORDHORST, PRESIDENT	
	( SASON A. MONDHONST, PRESIDENT	
	Title	
the officer or off name of the firm contracts in be signature is by must be submit	rporation, the legal name of the corporation shall be set forth above together with the signaturicers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the name shall be set forth above together with the signature of the partner or partners authorized to thalf of the copartnership; and if bidder is an individual, his signature shall be placed aboan agent, other than an officer of a corporation or a member of a partnership, a Power of Attotted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.	e true sign ve. If
HAZ Business address 6469	ARD CONSTRUCTION COMPANY 5 MARINDUSTRY DRIVE	
P.O.	BOX 229000	-88
(858)	1) 587-3600 FAX (858) 453-6034. 750542A MORANOFSTE MAZARDON COM	
E-Mail address		_
Dated May	8 , $20 15$ , at $3a$ $0$ $0$ , Califo	ornia.

2-8

SIGNATURE PAGE/COUNTY

7/14



Phone (858) 587-3600 Fax (858) 453-6034 6465 Marindustry Drive San Diego, CA 92121 hazardconstruction.com License No. 750542 A

# **Principals**

R.D. Randal Jason A. Mordhorst W.S. Rogers Thomas D. Shaddox Charles White Mark Thunder Steven Miller

**Emmanuel Gavino** 

Chairman
President
Exec. V.P. / Secretary
Sr. Vice President

Sr. Vice President Vice President

Asst. Vice President

Treasurer

	1/1
BOND NO	N/A

# **BIDDER'S BOND**

KNOW	ALL MEN BY THESE	HAZARD C	ONSTRUCTION COMPANY
	That we		
as Princ	ipal, and	TRAVELERS CASUALTY AND S	BURETY COMPANY OF AMERIC
the Cou submitte States, v	nty, in the penal sum or ed by said Principal to the	of TEN PERCENT (10%) OF THE County for the work described	o, a political subdivision of the State of California, hereinafter called HE TOTAL AMOUNT OF THE BID of the Principal above named, below, for the payment of which sum in lawful money of the United eccutors, administrators and successors, jointly and severally, firmly TEN PERCENT (10%) OF
**********	In no case shall the lia	bility of the Surety hereunder ex	ceed the sum of THE TOTAL AMOUNT BLD
		THE CONDITION OF	THIS OBLIGATION IS SUCH,
specifica	That whereas the Prin ally described as follows	cipal has submitted the above-r s, for which bids are to be opene	nentioned bid to the County of San Diego for certain construction d on 51415 for DATE
	COUNTYWIDE A	SPHALT CONCRETE OVERLA	Y FISCAL YEAR 2014-2015; ORACLE NO. 1019235
no perio with the guarante	ame, or, if no period be s d be specified, within te County, in the prescrib ee faithful performance	specified, within sixty (60) days at n (10) days after the prescribed fo ped form, in accordance with the	withdraw said bid within the period specified therein after the opening fter said opening, and shall within the period specified therefor, or, if orms are presented to him for signature, enter into a written contract be bid as accepted, and file the two bonds with the County, one to nent for labor and materials, as required by law, then this obligation roce and virtue.
by the C		ight upon this bond by the County ding a reasonable attorney's fee	and judgement is recovered, the Surety shall pay all costs incurred to be fixed by the court.
TRAVEL	IN WITNESS WHERE ERS CASUALTY AND SUR Surely Surely	NETY COMPANY OF AMERICA(SE	EAL)(SEAL)
		ATTORNEY-IN-FACT AC	KNOWLEDGEMENT OF SURETY
STATE	OF		) ) ss
COUNT	On this	day of	) in the year 20 before me
be the p corporat	erson whose name is :	subscribed to the within instrum said instrument, and acknowled	a notary public in and for said County and State personally nown to me (or proved to me on the basis of satisfactory evidence) to ent as the attorney-in-fact of the the ged to me that he subscribed the name of said corporation thereto as
NOTE:	Surety must be pro (b) The Attorney-in-fac	operly acknowledged. ct must attach	Notary Public In and for the County of
	a certified copy of I	ower of Attorney	State of California

# **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is

Signature

attached, and not the truthfulness, ac validity of that document.	curacy, or
State of California County of San Diego	)
On May 11, 2015 befo	ore me, Sandra Kostyrka, Notary Public (insert name and title of the officer)
	(insert name and title of the officer)
subscribed to the within instrument and his/her/their authorized capacity(ies), a person(s), or the entity upon behalf of v	horst factory evidence to be the person(s) whose name(s) is/are I acknowledged to me that he/she/they executed the same in nd that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.  Y under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	SANDRA KOSTYRKA COMM. #2100307 NOTARY PUBLIC • CALIFORNIA SAN DIEGO COUNTY Commission Expires Mar. 15, 2019

(Seal)



#### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

226793

Certificate No. 005718951

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, Kyle King, and John R. Qualin

of the City of San Diego each in their separate capacity if other writings obligatory in the r	more than one is named all nature thereof on behalf o	f the Companies in the	seal and acknowledge are eir business of guaranted	eing the fidelity of pe	gnizances, condition rsons, guaranteeing	nal undertakings and
contracts and executing or guarar	iteeing bonds and undertal	kings required or perm	itted in any actions or pr	roceedings allowed by	/ law.	
IN WITNESS WHEREOF, the day ofNovember	Companies have caused the companies have caused the cau	his instrument to be sig	ned and their corporate	seals to be hereto affi	xed, this	21st
	Farmington Casualty Fidelity and Guaranty Fidelity and Guaranty St. Paul Fire and Mar St. Paul Guardian Inst	Insurance Company Insurance Underwri ine Insurance Compa	ters, Inc. T	t. Paul Mercury Insi Yavelers Casualty ar Yavelers Casualty ar Inited States Fidelity	nd Surety Compan nd Surety Compan	y of America
CASUAL DESCRIPTION OF THE PROPERTY AND T	MINORPORATED STATES	HIRE & CAP	ALL S	HARTFORD, CONN.	O HARTFORD ST	HOGEOGRAPH AND STATE OF THE STA
State of Connecticut City of Hartford ss.			Ву:	Robert L. Rane	y, Senior Vice Presiden	nt
On this the	any, St. Paul Guardian Ins America, and United Sta	any, Fidelity and Guar surance Company, St. l tes Fidelity and Guara	Paul Mercury Insurance nty Company, and that h	y, Fidelity and Guaran Company, Travelers ( ne, as such, being auth	ty Insurance Under Casualty and Surety	writers, Inc., St. Paul Company, Travelers
In Witness Whereof, I hereunto My Commission expires the 30th	•	seal.		Man	in C. J.	theault ry Public

58440-8-12 Printed in U.S.A.

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California	
County of San Diego	
On May 5, 2015 before me,	Sandra Kostyrka, Notary Public
Date	NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared	Bradley R. Orr
7 11	NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

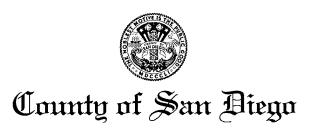
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL)

WITNESS my hand and official seal.







JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

Allen R. Hunsberger
Assistant Director

May 6, 2015

#### **ADDENDUM No. 1**

# COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-1015; ORACLE PROJECT NO. 1019235 - (RFB 6862)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### **CHANGES:**

1. Delete Page 2-3 in Part 2 and replace with Page 2-3 (Addendum 1).

#### **ATTACHMENTS:**

1. Page 2-3 (Addendum 1)

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.



JOHN M. PELLEGRINO DIRECTOR DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
Assistant Director

May 8, 2015

#### ADDENDUM NO. 2

# COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-1015; ORACLE PROJECT NO. 1019235 - (RFB 6862)

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

#### **CHANGES:**

- 1. Delete Page 2-3 to 2-3d in Part 2 and replace with Page 2-3 to 2-3d (Addendum 2).
- 2. Delete Page 4-5 in Part 4 and replace with Page 4-5 (Addendum 2).

#### **ATTACHMENTS:**

- 1. Page 2-3 to 2-3d (Addendum 2)
- 2. Page 4-5 (Addendum 2)

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

The Contractor shall take special care to avoid either damage or interruption of service during construction.

The Contractor shall ascertain the exact location of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with their service.

At least 48 hours before starting excavation, the Contractor shall verify the location of existing underground facilities by contacting Underground Service Alert (1-800-422-4133) and by individually contacting operators of gravity sewer systems and certain other utilities which are not members of Underground Service Alert.

In accordance with Section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the Contract Plans or Specifications, the Contractor shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall inform the Engineer in writing of any non county owned manholes, cleanouts, valve covers, survey monument frames, etc that are deemed to be "low" (1/2" below finished grade) after all work is complete. The Engineer shall notify the appropriate utility of these occurrences through the Utility Coordinator.

The Contractor is advised that Sweetwater Authority will perform maintenance work on the following Base Bid Roads:

Bell Bonnie Brae Road Annie Laurie Lane Mirar Court

The Contractor is advised that Otay Water District will perform maintenance work on the following Additive Alternate 4 Road:

Bonnie Lane

Paving operations shall not commence on these roads prior to the completion of the maintenance work described above. The Contractor is advised to take this into account when developing the project schedule.

Prior to scheduling the work, The Contractor shall coordinate with the County Utility Coordinator, Lawrence Hirsch ((858) 694-2215).

An appropriate time extension will be allowed and the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be at force account in accordance with the extra work provisions of the Contract.

# Next Bid



12570 Highway 67 • Lakeside, CA 92040

County of San Diego Department of Purchasing and Contracting 5560 Overland Avenue Suite 270 San Diego, CA 92123

### RFB 6862

Countywide Asphalt Concrete Overlay Fiscal Year 2014-2015 ORACLE PROJECT NO. 1019235

DATE: May 14, 2015

TIME: 2:00 PM

LICENSE NO. A-749995



### PART II

## DOCUMENTS TO BE EXECUTED BY BIDDER

### STATE OF CALIFORNIA COUNTY OF SAN DIEGO PROPOSAL TO THE BOARD **FOR**

### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015 **ORACLE PROJECT NO. 1019235**

### RFB NO. 6862

Name of Bidder	Daley Corporation	
Business Address	12570 Highway 67, Lakeside CA 92040	
Place of Residence	2 12570 Highway 67, Lakeside CA 92040	
	LOCATION	

The work to be performed under this Contract is located in various locations, in the County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and Special Provisions annexed hereto and including Addenda Nos. 1, 2, and \_, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006; the Amendments to said Standard Specifications contained in Part VI of these Contract Documents; the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents; and select specifications from the "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition; and the 2012 Regional Supplement to "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition, as cited in the Technical Provisions of this Contract Document.

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

### The County may deem non-responsive any bids that contain any mathematical errors.

### BASE BID SCHEDULE

(SharpeSoft #1019235)

		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
ITEM	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
NO.			-		
1	Prepare and Implement Water	LS	LS	LS	
	Pollution Control Program				14,000
2	Construction Site Management	LS	LS	LS	· '
					7,500
3	Plane Asphalt Concrete	7,835	SY	740	o o o o o o
	Pavement (Edge Grind)			2	18,804
4	Plane Asphalt Concrete	2,072	SY	3 90	es an Om
	Pavement (Header Cut)			5-	8,080
5	Asphalt Concrete (Leveling)	4	TON	650-	2600
		F.C. F.O.O.		1000	2,600
6	Cold-In-Place Recycling	56,588	SY	6	270000
7	Emulsified Recycling Agent	258	TON		237,528
/	Emulsified Recycling Agent	256	TON	730	188.340
8	Asphaltic Emulsion (Fog Seal	24	TON	700	/
	Coat)			730	17,520
9	Asphaltic Emulsion (Fog Seal	1	TON		
	Dike)			1,300	1,300
10	Sand Cover	57	TON	85-	done
				ļ	4,845
11	Asphalt Concrete, Type A	164	TON	5'S 50	9100
		10001		23-	9,102
12	Tire Rubber Modified Asphalt	10,804	MOT	162	1112490
10	Concrete (MAC-15TR)	70	CV	102	1,112,012
13	Replace Asphalt Concrete	/0	CY	250	17,500
14	Surfacing Place Asphalt Concrete Dike	435	LF		11,500
14	Place Asphalt Concrete Dike	435	LF	552	2,392
15	Shoulder Backing	211	CY		70,5 (70
				115	24,265
16	Minor Concrete (Curb Ramp)	2	CY		7
				1,350	2.700
17	Paint Traffic Stripe (2-Coat)	72,184	LF	1 25	01 1
				1 0.30	d1.655.21

Name of Bidder Daley Corporation

### BASE BID SCHEDULE (Continued)

(SharpeSoft #1019235)

				_ `	
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
18	Preformed Thermoplastic Pavement	1,330	SF	13	17,290
19	Pavement Marker, Retroreflective	2,145	EA	3.30	7.078.50
20	Adjust Survey Monument Cover (M-10)	23	EA	60-	7,078,50
21	Adjust Manhole Cover	11	EA	180-	1,980
22	Portable Changeable Message Sign	2	EA	1,650	3,300
23	Rumble Stripe	10,200	LF	2.50	25,500
24	Field Orders	15,000	DLR	1.00	15,000.00
	1,864,473				

### ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1019235)

********	I	T T C T T T T T T T T T T T T T T T T T	IDITE OF	WITH DDIGE	
ITEM	DE CONTRETON	ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	2.000
	Pollution Control Program				5,000
2	Construction Site Management	LS	LS	LS	
					3,00 <i>O</i>
3	Plane Asphalt Concrete	35,074	SY	185	1,000
	Pavement (Full Width)				64,886
4	Asphalt Concrete, Type A	66	TON	6 6 50	
				55	3,663
5	Tire Rubber Modified Asphalt	3,630	TON	9212	
	Concrete (MAC-15TR)			1200	336.138
6	Replace Asphalt Concrete	30	CY		
	Surfacing			280	8,400
7	Replace Asphalt Concrete Dike	100	LF		,
				24	2,400
8	Asphaltic Emulsion (Fog Seal	1	TON		•
	Dike)			1,300	),300
9	Minor Concrete (Curb & Gutter)	15	LF	1	/
				55-	825
10	Minor Concrete (Curb Ramp)	5	CY		
	•			1,350	6,750
11	Paint Traffic Stripe (2-Coat)	21,773	LF	4	1
	•	·		1 (2.30)	6,531,90
12	Pavement Marker,	650	EA	200	2/11/
	Retroreflective			1 3.30	1 2/45
13	Preformed Thermoplastic	640	SF	10	11 22-
	Pavement Marking			1.13	1 8,327)
14	Portable Changeable Message	2	EA		V/
	Sign	-		1,650	3.300
15	Field Orders	10,000	DLR	1.00	10,000.00
		,			,
	d				11/0 (-0
		ADD	ITIIVE ALT	ERNATE 1 TOTAL	462 659.80

Name of Bidder Daley Corporation 2-3a (Addendum 2)

### ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1019235)

				(Shaipeson #1	O TOLOG,
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	40
	Pollution Control Program				5,000
2	Construction Site Management	LS	LS	LS	
					3,000
3	Plane Asphalt Concrete	433	SY	1050	2 2 5
	Pavement (Header Cut)			18 50	8,010
4	Asphalt Concrete (Leveling)	2	TON		
				650	1,300
5	Asphalt Concrete, Type A	91	TON	55 <sup>50</sup>	50
				33	5,050=
6	Tire Rubber Modified Asphalt	2,613	TON	0200	011/702
	Concrete (MAC-15TR)			74,50	250,10230
7	Replace Asphalt Concrete	46	CY	250	11,500
	Surfacing			230	11,500
8	Asphaltic Emulsion (Fog Seal	1	TON	1,300	1,300
	Dike)	010	0.5	1,300	1,300
9	Preformed Thermoplastic	210	SF	12	2720
10	Pavement Marking	21,970	LF		Dy 130
1.0	Paint Traffic Stripe (2-Coat)	21,970	T.F.	0.30	6.591
11	Pavement Marker,	718	EA	20	226
	Retroreflective			230	2364
12	Portable Changeable Message	2	EA		
	Sign			1,650	3,300
13	Adjust Survey Monument Cover	16	EA	60	all
					960
14	Field Orders	10,000	DLR	1.00	10,000.00
		ADD	ITIIVE ALT	ERNATE 2 TOTAL	302,813.90

### ADDITIVE ALTERNATE 3 SCHEDULE

(SharpeSoft #1019235)

				(Ondipodon # )	010200)
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	
	Pollution Control Program				5,000
2	Construction Site Management	LS	LS	LS	
					3.000
3	Plane Asphalt Concrete	774	SY	245	31
	Pavement (Edge Grind)			2-	1.8967
4	Plane Asphalt Concrete	183	SY	m 35	, _ 0
	Pavement (Header Cut)			5-	613+
5	Plane Asphalt Concrete	7,174	SY	25	
	Pavement (Full Width)			<b>ユースー</b>	16,141
6	Asphalt Concrete (Leveling)	1	TON		,
				650	650
7	Asphalt Concrete, Type A	1,009	TON	-11 -1 A-24	7000
				18-19 311	18,702
8	Replace Asphalt Concrete	6	CY	2-1	
	Surfacing			330	1.980

### ADDITIVE ALTERNATE 3 SCHEDULE (Continued)

(SharpeSoft #1019235)

				(Ondipodon in t	010200)
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
9	Minor Concrete (Curb Ramp)	10	CY	860	8,600
10	Preformed Thermoplastic Pavement	92	SF	5 %	506
11	Adjust Manhole Cover	2	EA	180-	360
12	Adjust Survey Monument Cover	4	EA	60	240
13	Field Orders	5,000	DLR	1.00	5,000.00
ADDITIIVE ALTERNATE 3 TOTAL					122.688.86

### ADDITIVE ALTERNATE 4 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	5,000
2	Construction Site Management	LS	LS	LS	3,000
3	Plane Asphalt Concrete Pavement (Edge Grind)	4,154	SY	250	10,385
4	Plane Asphalt Concrete Pavement (Header Cut)	800	SY	335	1 1
5	Plane Asphalt Concrete Pavement (Full Width)	4,734	SY	2 30	2,680 10,888 <sup>20</sup>
6	Asphalt Concrete (Leveling)	2	TON	650	1,300
7	Asphalt Concrete, Type A	34	TON	60 50	2,057
8	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,652	TON	96,50	159418
9	Replace Asphalt Concrete Surfacing	12	CY	315	3,780
10	Place Asphalt Concrete Dike	187	LF	25	4,675
11	Asphaltic Emulsion (Fog Seal Dike)	1	TON	1,300	1,300
12	Minor Concrete (Curb Ramp)	44	CY	\$1,300 780-	57,200 J
13	Paint Traffic Stripe (2-Coat)	9,973	LF	0.30	2,991.90
14	Preformed Thermoplastic Pavement Marking	416	SF	13	5.408
15	Pavement Marker, Retroreflective	284	EA	3.30	937,20
16	Adjust Manhole Cover	2	EA	180	360
17	Adjust Monument Cover	9	EA	60-	540
18	Field Orders	5,000	DLR	1.00	5,000.00
		ADD	TIIVE ALT	ERNATE 4 TOTAL	276,920.30

Name of Bidder Deley Corporation

7/14

2-3c (Addendum 2)

### ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1019235)

				(Sharpeson #1	0102007
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	
	Pollution Control Program				5,000
2	Construction Site Management	LS	LS	LS	****
					3,000
3	Plane Asphalt Concrete	1,760	SY	775	بيسرو و دمين
	Pavement (Edge Grind)				4,840
4	Plane Asphalt Concrete	822	SY	380	121
	Pavement (Header Cut)			3 >	3,123
5	Asphalt Concrete (Leveling)	1	TON	650-	2000
				670	650
6	Asphalt Concrete, Type A	14	TON	EX	700
		1 100		20	100
7	Tire Rubber Modified Asphalt	1,136	TON	111	120 1111
	Concrete (MAC-15TR)	7	GYY	100	120916
8	Replace Asphalt Concrete	/	CY	316-	2205
9	Surfacing	20	CY	7/3	4,200
9	Minor Concrete (Curb Ramp)	20	CI	1.350	27,000
10	Paint Traffic Stripe (2-Coat)	10,450	LF	1,550	- 1
	Talle Palae (1 cas,			1 19.30	3.135
11	Preformed Thermoplastic	914	SF		11 200
	Pavement Marking			15	11.882
12	Pavement Marker,	182	EA	200	11/0
	Retroreflective			2.30	600
13	Portable Changeable Message	2	EA		
	Sign			1,650	3,300
14	Adjust Manhole Cover	5	EA	7	
				180-	900
15	Adjust Survey Monument Cover	4	EA	1	0,10
				60	240
16	Field Orders	8,000	DLR	1.00	8,000.00
					d
					1011 000
		ADD	ITIIVE ALT	ERNATE 5 TOTAL	1774,492,20

### **BID TOTALS**

BASE BID TOTAL	
BASE BID + ADDITIVE ALTERNATE 1 TOTAL	
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL	s 2,629,949.70
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL	\$ 2,752,638.55
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL	\$ 3,029,558.85
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL (TOTAL BID)	\$ 3,224,551.05

Name of Bidder Dalex Corporation

### BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$2,554,740:

- 1. Base Bid
- 2. Base Bid plus Additive Alternate 1
- 3. Base Bid plus Additive Alternates 1 and 2
- 4. Base Bid plus Additive Alternates 1, 2 and 3
- 5. Base Bid plus Additive Alternates 1, 2, 3 and 4
- 6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors**.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

### PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State. or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

### NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

Federal ID # 33-0803450

County of San Diego	)	State ID # 40-0208-7
(Name) John H. Daley, Jr. is (Title) President making the foregoing bid that person, partnership, compare not collusive or sham; that is bidder to put in a false or shar or agreed with any bidder obidding; that the bidder has communication, or conferent fix any overhead, profit, or coadvantage against the public contract; that all statements directly or indirectly, submitted or divulged information or date.	at the bid is not any, association the bidder had am bid, and had anyone else as not in anyone ost element of ic body awards contained in ed his or her bata relative the siation, organical.	tes Code Section 112 and Public Contract Code 7106, being first duly sworn, deposes and says that he or she of (Company) Daley Corporation the party of made in the interest of, or on behalf of, any undisclosed on, organization, or corporation; that the bid is genuine and as not directly or indirectly induced or solicited any other has not directly or indirectly colluded, conspired, connived the to put in a sham bid, or that anyone shall refrain from any manner, directly or indirectly, sought by agreement the to fix the bid price of the bidder or any other bidder, or to fit the bid price, or that of any other bidder, or to secure any right the contract of anyone interested in the proposed on the bid are true; and, further, that the bidder has not bid price or any breakdown thereof, or the contents thereof ereto, or paid, and will not pay, any fee to any corporation dization, bid depository, or to any member or agent thereof
I hereby certify, under penal	ty of perjury,	that the foregoing statement is true and correct.
	SIGNATUF	RE OF BIDDER John H. Daley, Jr President

State of California

## County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1.	[] Fo	NESS TYPE or-profit ☐ Non-profit ☐ Government on proof of status for Non-profit.		4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in
2.	In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors			<ul> <li>4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.</li> <li>4.5 Are presently the target or subject of any investigation accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.</li> <li>4.6 Offeror will report in writing to the County Department or Purchasing and Contracting within five business days or knowing or have any reason to know any change in status as</li> </ul>
3.	Offero opera	NESS REPRESENTATION or represents as a part of this offer that the ownership, ition, and control of the business are:  Are you a small business with:  100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees?		certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).  4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
4.	A.1. A	Certification #:  Small Business Enterprise (SBE) Certification #:  See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.  http://www.dgs.ca.gov/pd/Programs/OSDS.aspx.  Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego):  "IFICATE REGARDING DEBARMENT, SUSPENSION AND ATED MATTERS or hereby certifies to the best of its knowledge that neither it my of its officers:  Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and lave within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, orgery, bribery, falsification or destruction of records, making alse statements, or receiving stolen property; and	<ul><li>5.</li><li>6.</li></ul>	CERTIFICATE OF CURRENT COST OR PRICING  This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, o specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.  CERTIFICATE OF INDEPENDENT PRICING  By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:  6.1. The prices in this offer have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and  6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and  6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.  The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-form to provide a Federal Tax ID number, or if not available, to
				provide a Social Security Number (SSN).
		nalty of perjury under the laws of the State of California.		
Na	me: _	John H. Daley, Jr.	Sig	nature:
Titl	e: -	President		Date: 5/14/2015
Со	mpan	y/Organization: <u>Daley Corporation</u>		
		- AMELIAN MENTER	_	

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.	
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)			CONTRACT		
Base Bid 6,7,8	Cold in Place Recycling Recycling Agent Fox Seel	Pavement Recycling 10240 San Severine UY Turpa Ualley, Ca 91752	569352 A		1000003363	
Base Bid 3 & 4 23(P) Add AH 1	Edge Grind Header Cut Grind Rumble Strip Full Width Gringt					
	Header Cut					
3,4,5	Edge Grind Header Cuts Fullwidth Grind					
3,4,5	Edge Grind Header Cuts Fill width Grind					
3,4	Edge Grind Header Cut	1	<b>V</b>		<b>1</b>	

(P) = Portion	TOTAL % SUBCONTRACTED	

Name of Bidder <u>Daley Corporation</u>

Photocopy this form for additional subcontractors.

	ON OF WORK TO BE BCONTRACTED	BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)			CONTRACT	
Base Bid 17,18,19 23	Striping, Marking, Markers Rumble Stripe (P)	Mallard Lonst AN 638 N. Souther AN Ormys CA 92865	826607 C32		100000 7027
Add Alt 1 11,12,13	Striping, Marking, Markers				
4,10,11	Striping, Marking, Markers				
AddAH3	Marking				
AddAH 4 13, 14,15	Striping, Marking, Markers				
Add AHS 10,11,12	Striping, Marking, Markers	V	<b>1</b>		V

(P) = Portion		
	TOTAL % SUBCONTRACTED	

Name of Bidder <u>Daley Corporation</u>

Photocopy this form for additional subcontractors.

PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)			CONTINACT	

		TOTAL % SUBCO	ONTRACTED_	
Name of Bid	der <u>Daley Corporatio</u>	on		
Photo	ocopy this form for addit	tional subcontractors.		

1/15 2-7a PART 2/COUNTY

## DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

			***************************************		***************************************		***************************************
	BUSINESS NAME (PRIME)		DIR REGISTRATION NO.		E	MAIL A	DDRESS
					(Point of	Contac	t for <u>this</u> Project)
	Daley Corporation		1000005589		ahernandez@daleycorp.com		aleycorp.com
CLA	SSIFICATIONS TO BE USED FOR THIS PROJECT:						
	ASBESTOS		BOILERMAKER		BRICKLAYERS	X	CARPENTERS
	CARPET/LINOLEUM	X	CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS	X	OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERS		ROOFERS
	SHEET METAL		SOUND/COMM		SURVEYORS	X	TEAMSTER
	TILE WORKERS	,	-		•		•
	***************************************		***************************************		***********		***************************************
:	BUSINESS NAME (SUB)		DIR REGISTRATION NO.		E	MAIL A	ADDRESS
	A				(Point of	Contac	t for <u>this</u> Project)
P	avenuent Recycling Systems		1000003363		dsaute e pau	emer	trecycling, com
	SSIFICATIONS TO BE USED FOR THIS PROJECT:			,			
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS	X	OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERS		ROOFERS
	SHEET METAL		SOUND/COMM		SURVEYORS		TEAMSTER
	TILE WORKERS						
	***************************************				***************************************		***************************************
	BUSINESS NAME (SUB)		DIR REGISTRATION NO.		E	MAIL A	ADDRESS
		<u> </u>		***************************************	(Point of	Contac	ct for <u>this</u> Project)
/	Mallical Coret	1	10000 7007		toesome male	Soll	100 Carr
CLA	ASSIFICATIONS TO BE USED FOR THIS PROJECT:	1/4	10000 1021		16 CHOICE JIMIN		Wic. Co
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS.		IRON WORKERS
TX	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
<b>₩</b>	PILE DRIVERS		PIPE TRADES		PLASTERS		ROOFERS
	SHEET METAL		SOUND/COMM		SURVEYORS		TEAMSTER
	TILE WORKERS	L	_1	L	J		

Photocopy this form for additional subcontractors.

### DESIGNATION OF SUBCONTRACTORS DEPARTMENT OF INDUSTRIAL RELATIONS INFORMATION

	·····		***************************************		***************************************		
BUSINESS NAME (PRIME)			DIR REGISTRATION NO.		EMAIL ADDRESS		
					(Point of	Contac	ct for <u>this</u> Project)
	Daley Corporation		1000005589		ahernand	ez@c	laleycorp.com
CLA	SSIFICATIONS TO BE USED FOR THIS PROJECT:	··'					
	ASBESTOS		BOILERMAKER		BRICKLAYERS	X	CARPENTERS
	CARPET/LINOLEUM	X	CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
X	LABORERS		MILLWRIGHTS	X	OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERS		ROOFERS
	SHEET METAL		SOUND/COMM		SURVEYORS	X	TEAMSTER
	TILE WORKERS	<u> </u>			•		_
			*************		***********		***************************************
	BUSINESS NAME (SUB)		DIR REGISTRATION NO.		E	MAIL A	ADDRESS
					(Point of	Contac	ct for <u>this</u> Project)
CLA	SSIFICATIONS TO BE USED FOR THIS PROJECT:						
	ASBESTOS		BOILERMAKER		BRICKLAYERS	T	CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERS		ROOFERS
	SHEET METAL		SOUND/COMM		SURVEYORS		TEAMSTER
	TILE WORKERS				,		_
	***************************************	884888			***************************************		
	BUSINESS NAME (SUB)		DIR REGISTRATION NO.		E	MAIL A	ADDRESS
					(Point of	Conta	ct for <u>this</u> Project)
CLA	ASSIFICATIONS TO BE USED FOR THIS PROJECT:						
	ASBESTOS		BOILERMAKER		BRICKLAYERS		CARPENTERS
	CARPET/LINOLEUM		CEMENT MASONS		DRYWALL FINISHER		DRYWALL/LATHERS
	ELECTRICIANS		ELEVATOR MECHANIC		GLAZIERS		IRON WORKERS
	LABORERS		MILLWRIGHTS		OPERATING ENG		PAINTERS
	PILE DRIVERS		PIPE TRADES		PLASTERS		ROOFERS
	SHEET METAL		SOUND/COMM		SURVEYORS		TEAMSTER
	TILE WORKERS		-		_		<del></del>

Photocopy this form for additional subcontractors.

FOR: _	COUNTYWIDE	ASPHALT CONCRETE OVERLAY	FISCAL YEAR 20	014-2015; ORACLE PRO	JECT NO. 1019235
Accomp	anying this pro	posal is Bidder's Bor			
in amou	int equal to at le E: Insert the wo	ast ten percent of total of the bid rds "cash (\$)," "e <del>ashier'</del> s	l. <del>-check</del> ," "c <del>ertific</del>	<del>d check</del> ," or "bidder's bo	nd," as the case may be.)
The nam	nes of all perso	ns interested in the foregoing pro	oposal as princip	als are as follows:	
the pres	sident, secretar al copartners c	If bidder or other interested pers y, treasurer and manager there omposing firm; if bidder or other	of; if a copartner	ship, state true name o	f firm, also names of all
	Daley Corpora	tion			
J	ohn H. Daley John H. Daley	- Chairman of the Board v, Jr President, RMO, CEO			
License	d in accordance	with an act providing for the re	gistration of Con	tractors,	
License	No. 749995	Classification (s)	A	Exp. Date5/31/2	016
		ım or addenda have been issued ved by the bidder, this Proposal		ent and not noted in the	Proposal to the Board on
question bidder h (Chapte perjury t Title 23	nnaire and state nas complied wi er 5, Title 2 of the under the laws o United States	proposal I certify, under penalty ments of Public Contract Code Sth the requirements of Section 8 California Administrative Code) of the State of California and the Code, Section 112 and Public barment and Suspension Certifi	ections 10162, 10 103 of the Fair Em By my signature Inited States of A Contract Code S	0232 and 10285.1 are true ployment and Housing ( on this proposal I furthe merica, that the Noncolle Section 7106; and the	e and correct and that the Commission Regulations r certify, under penalty of usion Affidavit required by
I hereby	certify, under p	enalty of perjury, that the forego	ing proposal to t	he Board is true and co	rect.
		( Daley C	orporation		
	יטשעטי		Legal Na	ame of Bidder	
	SIGN HERE	( ty		ignature	(SEAL)
		( ( John	H. Daley, Jr	President	
		(		Title	
NOTE:	the officer or o name of the fir contracts in b signature is by	orporation, the legal name of the ficers authorized to sign contract m shall be set forth above togetle half of the copartnership; and an agent, other than an officer of the with the bid; otherwise, the	ts on behalf of the ner with the signa if bidder is an in of a corporation o	e corporation; if bidder is iture of the partner or pa dividual, his signature r a member of a partner	s a copartnership, the true rtners authorized to sign shall be placed above. If ship, a Power of Attorney
Busines	ss address <u>12</u>	2570 Highway 67, Lakeside C	A 92040		
Telepho	one ( <u>619</u> )	390-3900	Fax ( 619 )	390-3901	
E-Mail a	address <u>ah</u>	ernandez@daleycorp.com_o	r jdaleyjr@dale	vcorp.com	
Dated _	May 14,	, 20 <u></u> ,	t <u>Lakesid</u>	٥	, California.
1117					

BOND NO.	N/A	
----------	-----	--

### **BIDDER'S BOND**

	KNOW ALL MEN BY THESE PRESENTS:
	That we Daley Corporation 12570 Highway 67, Lakeside, CA 92040
	as Principal, and Philadelphia Indemnity Insurance Company, 251 S. Lake Avenue, Suite 360, Pasadena, CA 91105
	as Surety, are held and firmly bound unto the County of San Diego, a political subdivision of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.
	In no case shall the liability of the Surety hereunder exceed the sum ofTen Percent of the Amount Bid. (10% of the Amount Bid)
	THE CONDITION OF THIS OBLIGATION IS SUCH,
	That whereas the Principal has submitted the above-mentioned bid to the County of San Diego for certain construction specifically described as follows, for which bids are to be opened on $\underbrace{\frac{\text{May } 14,2015}{\text{DATE}}}_{\text{DATE}}$ for
	COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; ORACLE NO. 1019235
	NOW THEREFORE, if the aforesaid principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, in no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the County, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.
	In the event suit is brought upon this bond by the County and judgement is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.
	IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 8th day ofMay
	Philadelphia Indemnity Insurance Company  By: Michelle Haase, Attorney-in-Fact Surety  (SEAL Daley Corporation (SEAL SEAL)  (SEAL DALEY, JR., PRESIDENT (SEAL Surety)
**See	e Surety Notarial Acknowledgement Attached**  ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY
	STATE OF
	COUNTY OF
	appeared
	NOTE: (a) Signature of those executing for Surety must be properly acknowledged.  (b) The Attorney-in-fact must attach a certified copy of Power of Attorney.  Notary Public In and for the County of State of California

CALIFORNIA ALL-PURPOSE A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or walldity of that document, **CERTIFICATE OF ACKNOWLEDGMENT** State of California County of San Diego Jay 13, 2015 before me, Mary Hill, Notary Public. personally appeared John who proved to me on the basis of satisfactory evidence to be the person of whose name of lare subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. MARY HILL COMM. #2085184 Notary Public - California San Diego County
y Comm. Expires Oct. 6, 2018 WITNESS my hand and official seal. (Seal) OPTIONAL INFORMATION Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document. Description of Attached Document Method of Signer Identification. The preceding Certificate of Acknowled gment is attached up a document titled/for the purpose of Bidder's Bond Proyed to me on the basis of satisfactory evidence: Combine (dentification Condible witnesses) Notarial event is detailed in notary journal one. \*Páge # Entry # containing pages, and dated The signer(s) capacity or authority is/are as: Notary contact: [ ] Individual(s) Attorney in Fact Purident Attorney-in-Fact [1] Additional Signer(s). [1] Signer(s) Thumbprint(s) [ ] Guardian/Conservator Partner - Limited/General Trustee(s) Other: representing: Name(s) of Perge(s) or Enthyties) Signer o Sepreserains

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

2015 Version www.NotaryClasses.com 800-673-9865

lotary Public
name and title of the onicer)
be the person(s) whose nowledged to me that apacity(iex); and that by the entity upon behalf of
BRIANNE DAVIS  Commission No. 2017152
NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Expires APRIL 1, 2017
······································
ONS FOR COMPLETING THIS FORM current California statutes regarding notary wording and.
olleted and attached to the document. Acknowledgents from leted for documents being sent to that state so long as the the Califorma notary to violate California notary law.
nation must be the State and County where the document leared before the notary public for aeknowledgment.
ist be the date that the signer(s) personally appeared which are the acknowledgment is completed.
at print his or her name as it appears within his or her via comma and then your title (notary public), occument signer(s) who personally appear at the time of
gular or plural forms by crossing off incorrect forms (i.e. circling the correct forms. Failure to correctly indicate this rejection of document recording. ssion must be clear and photographically reproducible, over text or lines. If seal impression smudges, re-seal if a otherwise complete a different acknowledgment form, public must match the signature on file with the office of formation is not required but could help to ensure this not misused or attached to a different document, type of attached document, number of pages and date, pacity claimed by the signer. If the claimed capacity is a

· Securely attach this document to the signed document with a staple.

### PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100 Bala Cynwyd, PA 19004-0950

### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN AND MICHELLE HAASE OF LOCKTON COMPANIES, LLC

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS  $7^{\text{TH}}$  DAY OF FEBRUARY 2013.



Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSY NOTARIAL SEAL DANIELLE PORATH, Notary P Lower Merion Twp., Montgomery My Commission Expires March 2:	A1	Denle a
	residing at:	Bala Cynwyd, PA
(Notary Seal)	My commission expires:	March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

1927

(Seal)

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

# Next Bid

Offeror: Pave-Tech Inc. 2231 La Mirada Drive Vista, CA 92081 Lic. No. 720394 Class A

County of San Diego
Department of Purchasing and Contracting, Front Desk
RFB 6862 – Countywide Asphalt Overlay
Fiscal Year 2014-2015
5560 Overland Avenue, Suite 270
San Diego, CA 92123-1294

### DO NOT OPEN WITH REGULAR MAIL

BID DATE: MAY 14, 2015 @ 2:00 PM

SITCHTY PURCH 215 TYPY 14 PM 10156

### PART II

DOCUMENTS TO BE EXECUTED BY BIDDER

### STATE OF CALIFORNIA COUNTY OF SAN DIEGO PROPOSAL TO THE BOARD FOR

### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015 ORACLE PROJECT NO. 1019235

### RFB NO. 6862

ame of Bidder_Pave-Tech Inc.	
usiness Address _2231 La Mirada Drive, Vista, CA 92081	
lace of Residence 1868 Crest Drive, Encinitas, CA 92024	
LOCATION	

### LOCATION

The work to be performed under this Contract is located in various locations, in the County of San Diego, State of California.

Said work is to be performed in accordance with the Contract and Special Provisions annexed hereto and including Addenda Nos. 1, and 2, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006; the Amendments to said Standard Specifications contained in Part VI of these Contract Documents; the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents; and select specifications from the "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition; and the 2012 Regional Supplement to "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition, as cited in the Technical Provisions of this Contract Document.

The work to be done is listed in the work schedules contained in Part VIII of these Contract Documents.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

### The County may deem non-responsive any bids that contain any mathematical errors.

### BASE BID SCHEDULE

(SharpeSoft #1019235)

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	785.00
2	Construction Site Management	LS	LS	LS	331,992
3	Plane Asphalt Concrete Pavement (Edge Grind)	7,835	SY	2.71	21, 232.85
4	Plane Asphalt Concrete Pavement (Header Cut)	2,072	SY	3.14	6,906.08
5	Asphalt Concrete (Leveling)	4	TON	1,000.00	4,000.00
6	Cold-In-Place Recycling	56,588	SY	5.00	282,940,00
7	Emulsified Recycling Agent	258	TON	673.00	173.634.00
8	Asphaltic Emulsion (Fog Seal Coat)	24	TON	673.00	16.15200
9	Asphaltic Emulsion (Fog Seal Dike)	1	TON	2,000.00	2,000,00
10	Sand Cover	57	TON	280.00	15,960,00
11	Asphalt Concrete, Type A	164	TON	100,00	16,400,00
12	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	10,804	TON	103.25	1. 115,513,00
13	Replace Asphalt Concrete Surfacing	70	CY	300,00	21,000.00
14	Place Asphalt Concrete Dike	435	LF	6.00	2,610.00
15	Shoulder Backing	211	CY	50.00	10,550.00
16	Minor Concrete (Curb Ramp)	2	CY	1.000.00	2,000,00
17	Paint Traffic Stripe (2-Coat)	72,184	LF	245	32,48280

Name of Bidder	Pave-Tech Inc.	

### BASE BID SCHEDULE (Continued)

(SharpeSoft #1019235)

				(Charpecont #	10102007
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
18	Preformed Thermoplastic Pavement	1,330	SF	21.00	27,930,00
19	Pavement Marker, Retroreflective	2,145	EA	3,00	6,435.00
20	Adjust Survey Monument Cover (M-10)	23	EA	300,00	6,900.00
21	Adjust Manhole Cover	11	EA	400.00	4.400.00
22	Portable Changeable Message Sign	2	EA	1,000,00	2,000,00
23	Rumble Stripe	10,200	LF	0,67	6,834.00
24	Field Orders	15,000	DLR	1.00	15,000.00
		•			- 1 - 0

BASE BID TOTAL 2, 125, 256.73

### ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1019235)

				(SnarpeSoft #	1019233)
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	785.00
2	Construction Site Management	LS	LS	LS	110,000.00
3	Plane Asphalt Concrete Pavement (Full Width)	35,074	SY	1.90	66,640.60
4	Asphalt Concrete, Type A	66	TON	100.00	6,600.00
5	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	3,630	TON	92.30	335,049.00
6	Replace Asphalt Concrete Surfacing	30	CY	400.00	12,000,00
7	Replace Asphalt Concrete Dike	100	LF	30.00	
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	1,500,00	3,000.00 1,500.00
9	Minor Concrete (Curb & Gutter)	15	LF	100.00	1500.00
10	Minor Concrete (Curb Ramp)	5	CY	100.00	500.00
11	Paint Traffic Stripe (2-Coat)	21,773	LF	0.45	9.797.85
12	Pavement Marker, Retroreflective	650	EA	3,00	1,950,00
13	Preformed Thermoplastic Pavement Marking	640	SF	21,00	13,440.00
14	Portable Changeable Message Sign	2	EA	1,000.00	2,000.00
15	Field Orders	10,000	DLR	1.00	10,000.00
		ADD	TIIVE ALT	ERNATE 1 TOTAL	574,762.4

### ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1019235)

			.,	(SharpeSoit #1	1010200)
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	- 2 0 0
	Pollution Control Program				785.00
2	Construction Site Management	LS	LS	LS	
					86,000.00
3	Plane Asphalt Concrete	433	SY	9100	
	Pavement (Header Cut)			21.00	9,093,00
4	Asphalt Concrete (Leveling)	2	TON	10000	- 00 Od
5	Applied to Community of the Community of			100.00	200.00
5	Asphalt Concrete, Type A	91	TON	100 00	Charon
6	Tire Rubber Modified Asphalt	0 (12	mov.	100.00	9,100,00
5	Concrete (MAC-15TR)	2,613	TON	76,00	190 6000
7	Replace Asphalt Concrete	46	CY	73,00	198,588,00
•	Surfacing	40		400.00	18,400,00
8	Asphaltic Emulsion (Fog Seal	1	TON		
_	Dike)	-	1020	1,500,00	1,500.00
9	Preformed Thermoplastic	210	SF	1900,00	1,500,00
	Pavement Marking			21.00	4,410.00
10	Paint Traffic Stripe (2-Coat)	21,970	LF		
				0.45	9,886,50
11	Pavement Marker,	718	EA	2 00	/
	Retroreflective			$\perp$ 3, 00	2,154.00
12	Portable Changeable Message	2	EA	1 0000 010	"
	Sign			1,000.00	2,000.00
13	Adjust Survey Monument Cover	16	EA	·	/
				7	64.00
14	Field Orders	10,000	DLR	1.00	10,000.00
					200 100 00
		ADD I	LTIIVE ALT	ERNATE 2 TOTAL	352,180,50

### ADDITIVE ALTERNATE 3 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	
	Pollution Control Program				785,00
2	Construction Site Management	LS	LS	LS	93,400.00
3	Plane Asphalt Concrete	774	SY	2 6 6	
-	Pavement (Edge Grind)			4 78	1,996,92
4	Plane Asphalt Concrete	183	SY	0 50	9
	Pavement (Header Cut)			2.58	472,14
5	Plane Asphalt Concrete	7,174	SY	2 60	
	Pavement (Full Width)			4,58	18,508.92
6	Asphalt Concrete (Leveling)	1	TON	( 00 00	(0000
				500,00	500,00
7	Asphalt Concrete, Type A	1,009	TON		106000
				106.00	106.954.00
8	Replace Asphalt Concrete	6	CY	800.00	400000
	Surfacing			000,00	4800,00

Name	of Bid	der	Pave-Tech	ı İnc.	

### ADDITIVE ALTERNATE 3 SCHEDULE (Continued)

(SharpeSoft #1019235)

				`	<u> </u>
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
9	Minor Concrete (Curb Ramp)	10	CY	100,00	1,000.00
10	Preformed Thermoplastic Pavement	92	SF	21.00	1,932,00
11	Adjust Manhole Cover	2	EA	5 00.00	1,00a00
12	Adjust Survey Monument Cover	4	EA	400.00	1,500,00
13	Field Orders	5,000	DLR	1.00	5,000.00
		ADD:	ITIIVE ALT	ERNATE 3 TOTAL	197,948,98

### ADDITIVE ALTERNATE 4 SCHEDULE

(SharpeSoft #1019235)

				(SharpeSoft #	0.0200
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water	LS	LS	LS	705 00
	Pollution Control Program				785.00
2	Construction Site Management	LS	LS	LS	6002000
				R7	68,876.00
3	Plane Asphalt Concrete	4,154	SY	X9 9.41	10011 14
	Pavement (Edge Grind)			DQ 291	10,011.49
4	Plane Asphalt Concrete Pavement (Header Cut)	800	SY	241	1 920 00
5	Plane Asphalt Concrete	4,734	SY	2.41	1,928,00
5	Pavement (Full Width)	4,/34	51	2.41	11,408.94
6	Asphalt Concrete (Leveling)	2	TON	<i>L</i> -3   1	11, 100111
J	Aspirate Concrete (Hevering)		1011	100.00	200,00
7	Asphalt Concrete, Type A	34	TON		
	, 1			100,00	3,400,00
8	Tire Rubber Modified Asphalt	1,652	TON	· ·	
	Concrete (MAC-15TR)			90,00	148,680.00
9	Replace Asphalt Concrete	12	CY		/
	Surfacing			1,325.00	15,900.00
10	Place Asphalt Concrete Dike	187	LF	'	601000
				30.00	5,610.00
11	Asphaltic Emulsion (Fog Seal	1	TON	100000	1600 00
	Dike)			1,500,00	4500.00
12	Minor Concrete (Curb Ramp)	44	CY	100.00	4400.00
13	Paint Traffic Stripe (2-Coat)	9,973	LF	100.00	1,100.00
13	Paint Traffic Stripe (2-Coat)	9,973	LIF	.H9	4,487.85
14	Preformed Thermoplastic	416	SF	10/1	1, 18118)
T-4	Pavement Marking	410	SF.	26,00	8,736.00
15	Pavement Marker,	284	EA		
1.5	Retroreflective	204		3,00	852.00
16	Adjust Manhole Cover	2	EA		
		_		500.00	1,000.00
17	Adjust Monument Cover	9	EA		1 1
				400.00	3,600.00
18	Field Orders	5,000	DLR	1.00	5,000.00
					296,324.9
				ERNATE 4 TOTAL	

Name of Bidder Pave-Tech Inc.

### ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1019235)

1 Prepare and Implement Water LS LS LS Pollution Control Program LS LS LS 785,00					(SnarpeSoft #1	019233)
Prepare and Implement Water Pollution Control Program   LS	ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
Pollution Control Program   2   Construction Site Management   LS   LS   LS   74,709.00	NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
Plane Asphalt Concrete   1,760   SY   3,50   6,160.00	1		LS	LS	LS	785,00
Plane Asphalt Concrete   Pavement (Edge Grind)   Plane Asphalt Concrete   Pavement (Header Cut)   Plane Asphalt Concrete   Pavement (Header Cut)   Pasphalt Concrete (Leveling)   Pasphalt Concrete (Leveling)   Pasphalt Concrete (Leveling)   Pasphalt Concrete (Type A	2	Construction Site Management	LS	LS	LS	74.709.00
Plane Asphalt Concrete   822   SY   3,90   2,877.00	3	Pavement (Edge Grind)	1,760	SY	3,50	
Asphalt Concrete (Leveling)  Asphalt Concrete (Leveling)  Asphalt Concrete (Leveling)  Ton    100.00   100.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1400.00     100.00   1600.00	4		822	SY	3.50	
Tire Rubber Modified Asphalt	5	Asphalt Concrete (Leveling)	1	TON	100.00	1
Tire Rubber Modified Asphalt Concrete (MAC-15TR)  8 Replace Asphalt Concrete Surfacing  9 Minor Concrete (Curb Ramp)  10 Paint Traffic Stripe (2-Coat)  11 Preformed Thermoplastic Pavement Marking  12 Pavement Marker, Retroreflective  13 Portable Changeable Message Sign  14 Adjust Manhole Cover  15 Adjust Survey Monument Cover  16 CY  17 CY  5 00.00  17, 194.00  182 EA  1,000.00  2,000.00  17, 194.00  2,000.00  184 EA  1,000.00  2,500.00  185 EA  1,000.00  186 CO.00  186 CO.00  187 CY  187 CY  188 CY  189 CY  199	6	Asphalt Concrete, Type A		TON	100.00	1,400.00
8       Replace Asphalt Concrete Surfacing       7       CY       \$60.00       3,500.00       3,500.00       3,500.00       30,000.00        30,000.00	7	Concrete (MAC-15TR)		TON	99.00	/
9 Minor Concrete (Curb Ramp) 20 CY 1,500.00 30,000.00 10 Paint Traffic Stripe (2-Coat) 10,450 LF ,45 4,702.50 11 Preformed Thermoplastic 914 SF 21,00 19,194.00 12 Pavement Marking 182 EA 3.00 546.00 13 Portable Changeable Message 2 EA 5.300.00 2,000.00 14 Adjust Manhole Cover 5 EA 5.00.00 2,500.00 15 Adjust Survey Monument Cover 4 EA 4.00.00 1600.00				CY		3,500.00
10 Paint Traffic Stripe (2-Coat) 10,450 LF ,45 4,702.50  11 Preformed Thermoplastic 914 SF 21,00 19,194,00  12 Pavement Marking 182 EA 3.00 546.00  13 Portable Changeable Message 2 EA 5.00.00 2,000.00  14 Adjust Manhole Cover 5 EA 600.00 2,500.00  15 Adjust Survey Monument Cover 4 EA 400.00 1600.00	9	-		CY	1500.00	
11       Preformed Thermoplastic Pavement Marking       914       SF       21,00       194,00         12       Pavement Marker, Retroreflective       182       EA       3.00       546.00         13       Portable Changeable Message Sign       2       EA       1,000.00       2,000.00         14       Adjust Manhole Cover       5       EA       500.00       2,500.00         15       Adjust Survey Monument Cover       4       EA       400.00       1600.00	10	Paint Traffic Stripe (2-Coat)	,	LF	,45	
12       Pavement Marker, Retroreflective       182       EA       3.00       5 46.00         13       Portable Changeable Message Sign       2       EA       1,000.00       2,000.00         14       Adjust Manhole Cover       5       EA       500.00       2,500.00         15       Adjust Survey Monument Cover       4       EA       400.00       1600.00	11		914	SF	21,00	1
13       Portable Changeable Message       2       EA       1,000.00       2,000.00         14       Adjust Manhole Cover       5       EA       500.00       2,500.00         15       Adjust Survey Monument Cover       4       EA       400.00       1600.00	12	1	182	EA	3.00	
14 Adjust Manhole Cover 5 EA \$ 00.00 2,500.00  15 Adjust Survey Monument Cover 4 EA 4 00.00 1600.00	13		2	EA	1,000.00	7
15 Adjust Survey Monument Cover 4 EA 400,00 1600.00	14	Adjust Manhole Cover	5	EA		
16 Field Orders 8,000 DLR 1.00 8,000.00	15	Adjust Survey Monument Cover	4	EA	400,00	1600.00
	16	Field Orders	8,000	DLR	1.00	8,000.00

### **BID TOTALS**

BASE BID TOTAL	\$ <u>2125, 256. 73</u>
BASE BID + ADDITIVE ALTERNATE 1 TOTAL	\$ 2,700,019,1 <b>8</b>
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL	\$ 3,052,199.68
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL	\$ 3, 252, 148.66
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL	<u>3,546,473,9</u> 9
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL (TOTAL BID)	\$ 3,817,011.09

Name of Bidder\_ Pave-Tech Inc.

### **BID COMPARISON AND AWARD**

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$2,554,740:

- 1. Base Bid
- 2. Base Bid plus Additive Alternate 1
- 3. Base Bid plus Additive Alternates 1 and 2
- 4. Base Bid plus Additive Alternates 1, 2 and 3
- 5. Base Bid plus Additive Alternates 1, 2, 3 and 4
- 6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors**.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

### PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

### DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

### **DEBARMENT AND SUSPENSION**

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State. or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above: and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

### NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

State of California	)	ss				
County of San Diego	)					
In accordance with Title 23 to (Name) Rudy C. Zavalani is (Title) President making the foregoing bid that the person, partnership, company not collusive or sham; that the bidder to put in a false or sham or agreed with any bidder or shidding; that the bidder has communication, or conference fix any overhead, profit, or cos advantage against the public contract; that all statements of directly or indirectly, submitted or divulged information or data partnership, company associate offectuate a collusive or shadow is a submitted or divulged information or data partnership, company associate of the submitted or divulged information or data partnership, company associate of the submitted or divulged information or shadow in the submitted or divulged information or data partnership, company associate of the submitted or divulged information or shadow in the submitted or divulged information or data partnership, company associate of the submitted or divulged information or data partnership, company associate of the submitted or divulged information or data partnership.	the bid de anyone not in e with a t eleme body contair i his or a relation, o	, being to of (Co	first duly sworn mpany) Pave- in the interest of initiation, or corporated or indirectly and or any breakdor paid, and will not indirectly individuals.	or, deposes and Tech Inc.  of, or on behalt oration; that the city induced of city colluded, or that anyoundirectly, so the bidder or a fany other bid nyone interestly, further, that own thereof, or tot pay, any feat	d says that he or shape the part the part of any undisclose the bid is genuine are solicited any othe conspired, conniverse shall refrain frought by agreement any other bidder, or to secure and the bidder has not the contents there ee to any corporation	ne rty ed nd er ed, om nt, to ny ed ot, of,
I hereby certify, under penalty	of per	jury, that the	foregoing state	ement is true	and correct.	

DATE 5/14/2015

## County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1.	■ Fo	INESS TYPE or-profit  Non-profit  Government or proof of status for Non-profit.		4.3 Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in
2.	In accanon to id- interlocation and interlocation and interlocatio	RLOCKING DIRECTORATE cordance with Board of Supervisors Policy A-79, if Offeror is n-profit as indicated in paragraph 1 above, Offeror is required dentify any related for-profit subcontractors in which an ocking directorate, management or ownership relationships. By submission of this offer, Offeror certifies it will not enter a subcontract relationship with a related for-profit entity if or is a non-profit entity. If Offeror is a non-profit and will be ontracting with a related for-profit entity, Offeror must list the v(ies) on an attached separate sheet listing them all and the fact must be approved by the Board of Supervisors	4.4	<ul> <li>paragraph 4.2 of this certification; and</li> <li>4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.</li> <li>4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.</li> <li>4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as</li> </ul>
3.	Offero opera	INESS REPRESENTATION or represents as a part of this offer that the ownership, ation, and control of the business are:  Are you a small business with:  100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees?  ☐ Yes ☐ No  Are you a local business with a physical address within the County of San Diego? ☐ Yes ☐ No  Are you certified by the State of California as a:  ☐ Disabled Veteran Business Enterprise (DVBE)		certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).  4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
		Certification #:  Small Business Enterprise (SBE) Certification #:  See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.  http://www.dgs.ca.gov/pd/Programs/OSDS.aspx.		CERTIFICATE OF CURRENT COST OR PRICING This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.  CERTIFICATE OF INDEPENDENT PRICING
	3.4.			By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:
4.	<ul> <li>RELATED MATTERS</li> <li>Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:</li> <li>4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and</li> <li>4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and</li> </ul>		7.	<ul> <li>6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and</li> <li>6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and</li> <li>6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.</li> <li>The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).</li> </ul>
The	inforn	CERTIF mation furnished in Paragraphs 1 through 7 is certified to be for		And correct as of the date submitted and this certification is made
		nalty of perjury under the laws of the State of California. Rudy C. Zavalani	Sign	eature: Rudy C. 3 avalance
Titl		President	Sign	Date: 5/14/2015
	_	y/Organization: Pave-Tech Inc.		Date. 0114/2010
-0	· · · · · · · · · · · · · · · · · · ·	j. Signification in the common		

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL CONTRACT	DIR REGISTRATION NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)				
9,10,11,1	ら チ	Calstripe Inc. 2040 Esteel	d 685387	.04%	1000001100
18,19	a 21 fold in alded	0	Continue C	on a management of the second	
6,7834 ALT 1-3	23 Cold in place recycling, related ALT 2-3, ALT 3-345	Pavement Recyting 10240 Sansevaine Jurupalalley, CA	₩₩ <u>\$6</u> 9352 91792]	.04%	1000003363
ALLO	milling & related				
				AND AND	
				1-1/1000	
				THE RESIDENCE OF THE PARTY OF T	

TOTAL % SUBCONTRACTED . 08%

Name of Bidder Pave-Tech Inc.	
-------------------------------	--

Photocopy this form for additional subcontractors.

	·····					
BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMAIL ADDRESS	EMAIL ADDRESS			
		(Point of Contact for this Project)				
Pave-Tech Inc.	1000010270	mainoffice@pave-tech.com				
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:						
ASBESTOS	BOILERMAKER	BRICKLAYERS CARPENTERS				
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL DRYWALL/LATHERS	s			
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS IRON WORKERS				
<b>√</b> LABORERS	MILLWRIGHTS	OPERATING ENG PAINTERS				
PILE DRIVERS	PIPE TRADES	PLASTERS ROOFERS				
SHEET METAL	SOUND/COMM	SURVEYORS TEAMSTER				
TILE WORKERS						
	***************************************		<b></b>			
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS				
		(Point of Contact for <u>this</u> Project)				
Calstripe	1000001100	sfleener@calstripe.com				
CLASSIFICATIONS TO BE USED FOR <u>THIS</u> PROJECT:						
ASBESTOS	BOILERMAKER	BRICKLAYERS CARPENTERS				
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL DRYWALL/LATHERS	s			
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS IRON WORKERS				
LABORERS	MILLWRIGHTS	OPERATING ENG PAINTERS				
PILE DRIVERS	PIPE TRADES	PLASTERS ROOFERS				
SHEET METAL	SOUND/COMM	SURVEYORS TEAMSTER				
TILE WORKERS						
•••••	***************************************	**************************************				
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMAIL ADDRESS				
		(Point of Contact for <u>this</u> Project)				
Pavement Recycling Systems	1000003363	deante apaviment rececling.				
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:		OGS WILL OUT POLICE TO THE	<del>y</del>			
ASBESTOS	BOILERMAKER	BRICKLAYERS CARPENTERS				
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER DRYWALL/LATHERS	s			
ELECTRICIANS	ELEVATOR MECHANIC	PLAZIERS IRON WORKERS				
LABORERS	MILLWRIGHTS	1 OPERATING ENG PAINTERS				
PILE DRIVERS	PIPE TRADES	PLASTERS ROOFERS				
SHEET METAL	SOUND/COMM	SURVEYORS TEAMSTER				
TILE WORKERS		L				

FOR: COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; ORACLE PROJECT NO. 1019235	
Accompanying this proposal is Bidder's Bond	
n amount equal to at least ten percent of total of the bid.	_
NOTICE: Insert the words "cash (\$)," "cashier's check," "certified check," or "bidder's bond," as the case ma	ay be.)
The names of all persons interested in the foregoing proposal as principals are as follows:	
MPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also nar the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names Individual copartners composing firm; if bidder or other interested person is an individual, state first and last names	of all
Pave-Tech Inc.	
Rudy C. Zavalani/President	
Licensed in accordance with an act providing for the registration of Contractors,	
License No. 720394 Classification (s) A Exp. Date 3/31/2016	
Narning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Boa page 2-2 as being received by the bidder, this Proposal may be rejected.	ard on
By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the forequestionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulated Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under pen berjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit requifitle 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Facegulations, Part 29 Debarment and Suspension Certification are true and correct.	at the ations alty of ired by
hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.	
Pave-Tech Inc.	
( Legal Name of Bidder SIGN	
	SEAL)
( Signature	
Rudy C. Zavalani/President	
Title	
NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signat the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the name of the firm shall be set forth above together with the signature of the partner or partners authorized to contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed about signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attack.	ne true o sign ove. If
Business address _2231 La Mirada Drive, Vista, CA 92081	
Fax ( 760 ) 727-8700 Fax ( 760 ) 727-8701	
E-Mail address mainoffice@pave-tech.com	
Dated May 14 , 20 15 , at Vista , Calif	fornia.
2-8 SIGNATURE PAGE/CO	

		N/A
BIL	DDER'S BOND	
KNOW ALL MEN BY THESE PRESENTS:		
That wePave-Tech Inc.		
as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the County of the County, in the penal sum of TEN PERCENT (10% submitted by said Principal to the County for the work d	San Diego, a political subdivision of the State of Califor %) OF THE TOTAL AMOUNT OF THE BID of the Pr lescribed below, for the payment of which sum in lawfu	rnia, hereinafter called incipal above named, al money of the United
States, well and truly to be made, we bind ourselves, our by these presents.	r heirs, executors, administrators and successors, joint	tly and severally, firmly
In no case shall the liability of the Surety here	under exceed the sum ofTen Percent (10%) of Bid Ar	mount
THE CONDIT	TION OF THIS OBLIGATION IS SUCH,	
That whereas the Principal has submitted the specifically described as follows, for which bids are to be	e above-mentioned bid to the County of San Diego fo be opened on <u>May 14, 2015</u> for DATE	or certain construction
COUNTYWIDE ASPHALT CONCRETE O	OVERLAY FISCAL YEAR 2014-2015; ORACLE NO. 1	019235
NOW THEREFORE, if the aforesaid principal sof the same, or, if no period be specified, within sixty (60 no period be specified, within ten (10) days after the prewith the County, in the prescribed form, in accordance guarantee faithful performance and the other to guaran shall be null and void; otherwise, it shall be and remain	escribed forms are presented to him for signature, enter e with the bid as accepted, and file the two bonds wi ntee payment for labor and materials, as required by la	specified therefor, or, if into a written contract ith the County, one to
In the event suit is brought upon this bond by the Owner in such suit, including a reasonable attor	he County and judgement is recovered, the Surety shal rney's fee to be fixed by the court.	I pay all costs incurred
IN WITNESS WHEREOF, We have hereunto s	set our hands and seals on this .28th. day ofApril.	A.D. 20.15
Liberty Mutual Insurance Company Sarah Myers, Attorney-In-Fact Surety	(SEAL) Pave-Tech Inc. (SEAL) 7 3 (SEAL) Rudy C. Zavalani, President Principal	(SEAL) (SEAL) (SFAL)
	FACT ACKNOWLEDGEMENT OF SURETY	
COUNTY OF	) ss ) in the year 2	20 before me
appearedbe the person whose name is subscribed to the within corporation named as Surety in said instrument, and ac Surety, and his own name as attorney-in-fact.	known to me (or proved to me on the basis of san instrument as the attorney-in-fact of the	atisfactory evidence) to the
NOTE: (a) Signature of those executing for Surety must be properly acknowledged. (b) The Attorney-in-fact must attach a certified copy of Power of Attorney.	Please See Attached California All-Purpose Acknowled Notary Public In and for the County of	

### A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document. STATE OF CALIFORNIA County of San Diego before me, John Richard Flores JR. , Notary Public, Insert Name of Notary exactly as it appears on the official seal personally appeared Sarah Myers Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(\$\frac{\psi}{\psi}\$) whose name(\$\frac{\psi}{\psi}\$) is/\$\frac{\psi}{\psi}\$# subscribed to the within instrument and acknowledged to me that // she// within instrument and acknowledged to me that // she// within executed the same in // she// within authorized capacity (神動), and that by ##\$/her/#### signature(#) on the instrument the person(#), or the entity upon behalf of which the person(#) JOHN RICHARD FLORES JR. acted, executed the instrument. COMM. #2036097 Notary Public - California I certify under PENALTY OF PERJURY under the laws of San Diego County My Comm. Expires Aug. 8, 2017 the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature Signature of Notary Public John Richard Flores JR. Place Notary Seal Above — OPTIONAL -. Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: \_\_\_\_\_ Document Date: ... Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Partner ☐ Limited ☐ General ✓ Attorney in Fact Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT Trustee OF SIGNER Trustee OF SIGNER ☐ Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Other: Other: Signer is Representing: Signer is Representing: Surety Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6621986

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

### POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of

the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company

	is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitu and appoint,Charlotte Aquino; James Baldassare, Jr.; Janice Martin; Jennifer L. Clampert; Lawrence F. McMahon; Maria Guise; Sarah Myers
	all of the city of San Diego, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shalf be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.  IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June . 2014
ees.	American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company
guarantees	STATE OF PENNSYLVANIA ss COUNTY OF MONTGOMERY  David M. Carey, Assistant Secretary
lue gua	On this 24th day of June , 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire at Casualty Company, Liberty Mutual insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to describe the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.
currency rate, interest rate or residual value guar.	IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.    Construction of Plants 1. Variable of Pennsylvania and Plymouth Meeting, Pennsylvania, on the day and year first above written.    By:   Living   Lastella
stra	Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:
/ rate, intere	ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subjet to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, se acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
currency	ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the preside and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execu seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in the respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When executed such instruments shall be as binding as if signed by the president and attested by the secretary.
	Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other sure obligations.
	Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of to Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company we the same force and effect as though manually affixed.
	I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, a West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by sa

Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this

Gregory W. Davenport, Assistant Secretary

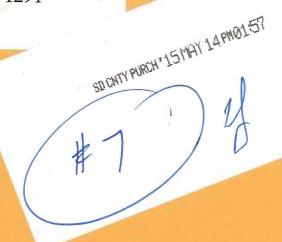
# Next Bid



610 Metcalf Street, Escondido, CA 92025

RFB 6862

County of San Diego Department of Purchasing & Contracting 5560 Overland Rd San Diego, CA 92123-1294



### STATE OF CALIFORNIA **COUNTY OF SAN DIEGO** PROPOSAL TO THE BOARD **FOR**

### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015 ORACLE PROJECT NO. 1019235

RFB NO. 6862

Name of Bidder CEORCE WEIR ASPHALT CONST., INC.
Business Address 610 METCALF GTREET, ESCONDITO, CA 92025
Place of Residence
LOCATION
The work to be performed under this Contract is located in various locations, in the County of Sar Diego, State of California.
Said work is to be performed in accordance with the Contract and Special Provisions annexed hereto and including Addenda Nos, and 2, and also in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006; the Amendments to said Standard Specifications contained in Part VI of these Contract Documents; the modifications to said Standard Specifications and said Amendments contained in Part VII of these Contract Documents; and select specifications from the "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition; and the 2012 Regional Supplement to "GREENBOOK" Standard Specifications for Public Works Construction, 2012 Edition, as cited in the Technica Provisions of this Contract Document.
The work to be done is listed in the work schedules contained in Part VIII of these Contract

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

### The County may deem non-responsive any bids that contain any mathematical errors.

#### BASE BID SCHEDULE

(SharpeSoft #1019235)

		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
ITEM	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
NO.					
1	Prepare and Implement Water	LS	LS	LS	1 (
	Pollution Control Program			7,500.00	7,500.00
2	Construction Site Management	LS	LS	LS	6 000
				15,000.00	15,000.00
3	Plane Asphalt Concrete	7,835	SY		1608660
	Pavement (Edge Grind)			3.30	25,855.50
4	Plane Asphalt Concrete	2,072	SY	1. 1.0	0071 25
	Pavement (Header Cut)			4.60	9,531.20
5	Asphalt Concrete (Leveling)	4	TON	000 00	7 , 00 >-
				900.00	3,600.00
6	Cold-In-Place Recycling	56,588	SY	5.40	316,892.80
				3.00	516,016.00
7	Emulsified Recycling Agent	258	TON	8 50.00	219,300.00
_				8 30.00	211,00.00
8	Asphaltic Emulsion (Fog Seal	24	TON	\$50.00	20,400.00
9	Coat) Asphaltic Emulsion (Fog Seal	1	TON	70.00	20,900.00
9	Dike)	1	TON	100.00	900.00
10	Sand Cover	57	TON		100.00
10	Sand Cover	] ,	1014	60.00	3,420.00
11	Asphalt Concrete, Type A	164	TON		711000
	Aspirate concect, Type in	101	2021	105.00	17, 720.00
12	Tire Rubber Modified Asphalt	10,804	TON		
	Concrete (MAC-15TR)	E5146477 547		35.00	1,458,540.00
13	Replace Asphalt Concrete	70	CY		
	Surfacing			450.00	31,500.00
14	Place Asphalt Concrete Dike	435	LF		
				10.00	4,350.00
15	Shoulder Backing	211	CA		
				65.00	13 715.00
16	Minor Concrete (Curb Ramp)	2	CY		
				3,500.60	7,000.00
17	Paint Traffic Stripe (2-Coat)	72,184	LF	.0.60	
				10.00	43,310.40

### BASE BID SCHEDULE (Continued)

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION				
		QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
18	Preformed Thermoplastic Pavement	1,330	SF	13.00	17,290.00
19	Pavement Marker, Retroreflective	2,145	EA	3.50	7507 50
20	Adjust Survey Monument Cover (M-10)	23	EA	600.00	13,800.00
21	Adjust Manhole Cover	11	EA	175.00	1,925.00
22	Portable Changeable Message Sign	2	EA	10,000,00	20,000.00
23	Rumble Stripe	10,200	LF	1.60	10,320.00
24	Field Orders	15,000	DLR	1.00	15,000.00

### ADDITIVE ALTERNATE 1 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	2,500.00	2,500.00
2	Construction Site Management	LS	LS	S, 060,60	5,000.00
3	Plane Asphalt Concrete Pavement (Full Width)	35,074	SY	2.75	94 453.50
4	Asphalt Concrete, Type A	66	TON	95-00	6,270.00
5	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	3,630	TON	1)5.00	417450.00
6	Replace Asphalt Concrete Surfacing	30	CY	715.00	21,450.00
7	Replace Asphalt Concrete Dike	100	LF	42.75	4,274.19
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	850.00	250.00
9	Minor Concrete (Curb & Gutter)	15	LF	60.00	900.00
10	Minor Concrete (Curb Ramp)	5	CY	2,750.00	13,750.00
11	Paint Traffic Stripe (2-Coat)	21,773	LF	_ 53	11,975.15
12	Pavement Marker, Retroreflective	650	EA	4.00	2,600.00
13	Preformed Thermoplastic Pavement Marking	640	SF	10.00	4.400,00
14	Portable Changeable Message Sign	2	EA	400,00	1,200.00
15	Field Orders	10,000	DLR	1.00	10,000.00
		ADD	TIIVE ALT	ERNATE 1 TOTAL	601.073.44

Name of Bidder <u>CEORCE WEIR ASPHALT CONST., INC.</u> 2-3a (Addendum 2)

### ADDITIVE ALTERNATE 2 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
ио.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	LS	2,500.00
2	Construction Site Management	LS	LS	1. 500.00	7,500.00 Mes
3	Plane Asphalt Concrete Pavement (Header Cut)	433	SY	5,000.00	5,000.00
4	Asphalt Concrete (Leveling)	2	TON	20.00	2 660.00
5	Asphalt Concrete, Type A	91	TON	1,550.00	3,100,00
6	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	2,613	TON	95:00	8 27/300-
7	Replace Asphalt Concrete Surfacing	46	CA	115.00	25,300.00 m
8	Asphaltic Emulsion (Fog Seal Dike)	1	TON	S10883-	850.00
9	Preformed Thermoplastic Pavement Marking	210	SF	61.028	2,100.10
10	Paint Traffic Stripe (2-Coat)	21,970	LF	10.00	12,003.50
11	Pavement Marker, Retroreflective	718	EA	-554-	2872.00
12	Portable Changeable Message Sign	2	EA	-4.00 600	1260.00 M
13	Adjust Survey Monument Cover	16	EA	600.00	9,600.60
14	Field Orders	10,000	DLR	1.00	10,000.00

### ADDITIVE ALTERNATE 3 SCHEDULE

(SharpeSoft #1019235)

				(Charpocont ii	1010200
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	750, 00	750.00
2	Construction Site Management	LS	LS	1,256.00	1250.00
3	Plane Asphalt Concrete Pavement (Edge Grind)	774	SY	3.26	2,476.80
4	Plane Asphalt Concrete Pavement (Header Cut)	183	SY	4.10	750.30
5	Plane Asphalt Concrete Pavement (Full Width)	7,174	SY	2.95	21,163.30
6	Asphalt Concrete (Leveling)	1	TON	3,013.00	3,015.00
7	Asphalt Concrete, Type A	1,009	TON	05.00	85,765.00
8	Replace Asphalt Concrete Surfacing	6	CA	810.00	4,860.00

### ADDITIVE ALTERNATE 3 SCHEDULE (Continued)

(SharpeSoft #1019235)

				(Olian poodit ii	
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
9	Minor Concrete (Curb Ramp)	10	CY	2250.00	22,500.00
10	Preformed Thermoplastic Pavement	92	SF	2.50	690.00
11	Adjust Manhole Cover	2	EA	175.00	350.00
12	Adjust Survey Monument Cover	4	EA	950.00	3,800.00
13	Field Orders	5,000	DLR	1.00	5,000.00
		ADD:	TIIVE ALT	ERNATE 3 TOTAL	152,370.40

### ADDITIVE ALTERNATE 4 SCHEDULE

(SharpeSoft #1019235)

				(Onarpocont #		7
ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL	
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)	
1	Prepare and Implement Water Pollution Control Program	LS	LS	2,500.00	2,500.00	
2	Construction Site Management	LS	LS	S 100,00	5,000,00	
3	Plane Asphalt Concrete Pavement (Edge Grind)	4,154	SY	3. 70	13,292.80	
4	Plane Asphalt Concrete Pavement (Header Cut)	800	SY	4.10	3, 290.00	
5	Plane Asphalt Concrete Pavement (Full Width)	4,734	SY	3.03	14,438.70	-
6	Asphalt Concrete (Leveling)	2	TON	1,340.00	3,080,00	
7	Asphalt Concrete, Type A	34	TON	95.00	3 230.00	
8	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,652	TON	115.00	189930001	99,980.00
9	Replace Asphalt Concrete Surfacing	12	CY	790.00		9,480.00
10	Place Asphalt Concrete Dike	187	LF	23.60	895.00 4	301.00
11	Asphaltic Emulsion (Fog Seal Dike)	1	TON	895.00		295.60
12	Minor Concrete (Curb Ramp)	44	CY	2,000.00	1414/	8 P00.00
13	Paint Traffic Stripe (2-Coat)	9,973	LF	.55	4.160.00	,485.15
14	Preformed Thermoplastic Pavement Marking	416	SF	10,06	1126.00 Y	160.00
15	Pavement Marker, Retroreflective	284	EA	4,00	350.00	136.60
16	Adjust Manhole Cover	2	EA	175.00	4,770.00 MW	350.00
17	Adjust Monument Cover	9	EA	530.00	4,770.00	
18	Field Orders	5,000	DLR	1.00	5,000.00	-
		ADD:	ITIIVE ALT	FERNATE 4 TOTAL	358,378.65	,

Name of Bidder CEORGE WEIR ASPHALT CONST., INC.

2-3c (Addendum 2)

### ADDITIVE ALTERNATE 5 SCHEDULE

(SharpeSoft #1019235)

ITEM		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
NO.	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
1	Prepare and Implement Water Pollution Control Program	LS	LS	2,500.00	2,500.00
2	Construction Site Management	LS	LS	5,000.00	5,000.00
3	Plane Asphalt Concrete Pavement (Edge Grind)	1,760	SY	3.30	5,808.00
4	Plane Asphalt Concrete Pavement (Header Cut)	822	SY	4.10	3.370.20
5	Asphalt Concrete (Leveling)	1	TON	3,015 00	3,015.00
6	Asphalt Concrete, Type A	14	TON	15-00	1, 330.00
7	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	1,136	TON	115.00	130, 640.00
8	Replace Asphalt Concrete Surfacing	7	CY	1, 275-60	3,925.00
9	Minor Concrete (Curb Ramp)	20	CY	2,000.00	40,000.60
10	Paint Traffic Stripe (2-Coat)	10,450	LF	.55	5,747,50
11	Preformed Thermoplastic Pavement Marking	914	SF	7.50	6,855.00
12	Pavement Marker, Retroreflective	182	EA	4.00	128.00
13	Portable Changeable Message Sign	2	EA	600.00	1,200.00
14	Adjust Manhole Cover	5	EA	175.00	875.00
15	Adjust Survey Monument Cover	4	EA	775.00	3,/00.00
16	Field Orders	8,000	DLR	1.00	8,000.00
		ADD:	ITIIVE ALT	ERNATE 5 TOTAL	221,093.70

### **BID TOTALS**

BASE BID TOTAL	\$ 2,289,871.40
BASE BID + ADDITIVE ALTERNATE 1 TOTAL	\$ 2,890,950.84
BASE BID + ADDITIVE ALTERNATES 1 AND 2 TOTAL	\$ 3283,433.11
BASE BID + ADDITIVE ALTERNATES 1, 2 AND 3 TOTAL	\$ 3,435,803.51
BASE BID + ADDITIVE ALTERNATES 1, 2, 3 AND 4 TOTAL	\$ 3,794,182.16
BASE BID + ADDITIVE ALTERNATES 1, 2, 3, 4 AND 5 TOTAL (TOTAL BID)	\$ 4,021,275.86

Name of Bidder\_\_\_ GEORGE WEIR ASPHALT CONST., INC.

### **BID COMPARISON AND AWARD**

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Notice to Contractors Inviting Bids, both a faithful Performance Bond, and a Payment Bond as required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3, of the California Civil Code, with surety satisfactory to the Owner within the time specified in Section 3-1.03 of the Standard Specifications after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the Owner.

Bids are required for the entire work shown in the Base Bid, and for Additive Alternates 1, 2, 3, 4 and 5 Schedules. The lowest bid shall be the lowest total bid price for one of the following combinations, taken in order, based on a fund amount of \$2,554,740:

- 1. Base Bid
- 2. Base Bid plus Additive Alternate 1
- 3. Base Bid plus Additive Alternates 1 and 2
- 4. Base Bid plus Additive Alternates 1, 2 and 3
- 5. Base Bid plus Additive Alternates 1, 2, 3 and 4
- 6. Base Bid plus Additive Alternates 1, 2, 3, 4 and 5

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

Award of the Contract, if awarded, will be to the lowest responsible bidder, for the base bid plus any combination of the additive alternates, as determined by the Owner, subject to the Owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Bids in which the prices are obviously unbalanced may be rejected. **The County may deem non-responsive any bids that contain any mathematical errors**.

Contract unit prices bid by the lowest responsive and responsible bidder shall be locked in for the duration of the contract, and the Owner has the right to award additional Additive Alternates at the unit prices bid, if additional funding becomes available.

Award of the Contract, if awarded, will be made within seventy-five (75) calendar days from the date specified for the opening of bids.

### PROHIBITED CONTRACTS

Section 67 of the San Diego County Administrative Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by, the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body:
- (b) Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners, or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

With the affixing of a signature to your response to this solicitation, officer certifies that the above provisions of the Code have been complied with, and that any exception will cause any ensuing contract to be invalid.

#### DRUG AND ALCOHOL POLICY

It is the policy of the Board of Supervisors that in order to attain or maintain a contract with the County, each contractor shall agree that while any contractor or the contractor's employees are performing services for the County, or using County equipment, that the contractor or the contractor's employees:

- 1. Shall not in any way be impaired because of being under the influence of alcohol or a drug.
- 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 3. Shall not sell, offer, or provide alcohol or a drug to another person.

#### DEBARMENT AND SUSPENSION

Contractor certifies that it, its principals, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 2. Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State. or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 4. Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

### NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

State of California ) ) ss
County of San Diego )
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 (Name) MRLL Wilk , being first duly sworn, deposes and says that he or she is (Title) VICE VICENT (Company) being first duly sworn, deposes and says that he or she of (Company) being first duly sworn, deposes and says that he or she is (Title) VICE VICENT (Title) VICENT (Title) being first duly sworn, deposes and says that he or she is (Title) VICENT (Title) VICENT (Title) being first duly sworn, deposes and says that he or she is (Title) VICENT (Title) being first duly sworn, deposes and says that he or she is (Title) viceNtll (Title) vice
I hereby certify, under penalty of perjury, that the foregoing statement is true and correct.
SIGNATURE OF BIDDER Mules'  DATE 5 13 2015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of San Diego

On 5-13-15 before me, Mary C. Forsythe, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Mark Weir Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. MARY C. FORSYTHE Commission # 2081588 Signature M Signature of Notary Public lotary Public - California San Diego County Place Notary Seal Above --- OPTIONAL -Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Document Date: Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: \_ ☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual
☐ Attorney in Fact □ Trustee ☐ Guardian or Conservator ☐ Guardian or Conservator Trustee Other: Other: Signer Is Representing: Signer Is Representing:

## County of San Diego Department of Purchasing and Contracting REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

4.3 Are presently indicted for or otherwise.

		or-profit  Non-profit  Oovernment  n proof of status for Non-profit.		charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in
2.	INTEI In acc a non to ide interior exists into a Offero subco entity	RLOCKING DIRECTORATE cordance with Board of Supervisors Policy A-79, if Offeror is in-profit as indicated in paragraph 1 above, Offeror is required entify any related for-profit subcontractors in which an ocking directorate, management or ownership relationship is. By submission of this offer, Offeror certifies it will not enter a subcontract relationship with a related for-profit entity if or is a non-profit entity. If Offeror is a non-profit and will be contracting with a related for-profit entity, Offeror must list the (ies) on an attached separate sheet listing them all and the act must be approved by the Board of Supervisors		<ul> <li>4.4 Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.</li> <li>4.5 Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.</li> <li>4.6 Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as</li> </ul>
3.	Offero opera	NESS REPRESENTATION or represents as a part of this offer that the ownership, ation, and control of the business are:  Are you a small business with:  100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees?  □ Yes ⋈ No  Are you a local business with a physical address within the County of San Diego? ⋈ Yes □ No  Are you certified by the State of California as a:  □ Disabled Veteran Business Enterprise (DVBE)		certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).  4.7 Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.
	3.4.	Certification #: DA  Small Business Enterprise (SBE) Certification #: NA  See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.  http://www.dgs.ca.gov/pd/Programs/OSDS.aspx.  Estimated percentage of work in this offer to be	<ul><li>5.</li><li>6.</li></ul>	CERTIFICATE OF CURRENT COST OR PRICING This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.  CERTIFICATE OF INDEPENDENT PRICING
	3.4.	performed or fulfilled locally (within the geographic boundaries of the County of San Diego):  %		By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:
4.	A.1. A	TIFICATE REGARDING DEBARMENT, SUSPENSION AND ATED MATTERS or hereby certifies to the best of its knowledge that neither it my of its officers:  Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and dave within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, orgery, bribery, falsification or destruction of records, making alse statements, or receiving stolen property; and	7.	<ul> <li>6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and</li> <li>6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and</li> <li>6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.</li> <li>The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9</li> </ul>
		OF DIVIS		form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).
The	inform	CERTIF		
und		nation furnished in Paragraphs 1 through 7 is certified to be finally of perjury under the laws of the State of California.		and correct as of the date submitted and this certification is made nature:
Titl	-	VICE DEGIDENT	Sigi	Date: 5/5/10/5
	-	y/Organization: CEORCE WEIR ASPHALT CON	ST	INC.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

### **DESIGNATION OF SUBCONTRACTORS**

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

The Bidder's attention is directed to the provision titled "Subcontracting" of the Special Provisions contained in these Contract Documents.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

Unless changed in the Special Provisions, at least 50 percent of the original contract price shall be performed by the Contractor's own organization.

The "Business Name and Address", the "Portion of Work to be Contracted" and the "License No." that will be done by each subcontractor are required at the time of bid submittal. An inadvertent error in listing the California contractor license number must be corrected by the prime contractor within 24 hours after bid opening by email to the Procurement Contracting Officer listed as contact for this RFB, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor, or else the bid may be determined non-responsive. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to said Procurement Contracting Officer.

If no Subcontractors are to be employed on the project, enter the word "NONE."

### **DESIGNATION OF SUBCONTRACTORS**

PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS [Street, City, State, Zip]	CSLB LICENSE NO.	PERCENTAGE OF TOTAL	DIR REGISTRATION NO.
BID SCHED & ITEM NO.	DESCRIPTION OF WORK (Indicate if work includes only a portion of the bid item)			CONTRACT	
BB 17,18,19 AA: 11,12,13 AA: 2,10,11 AA: 10 AA: 10 AA: 13,14,15	STRIPINS	STATEMOR STRIPES IM	788284		
145 10,11,12		Processed Rucycling Systems	569552 NA		
128 Lings	CI. Rapeleted (April)	Jurapa Walley , CA	204325		
138 3,4,23 401 3 412 3 413 3,4,5 404 345	Coloplane + Related (Portain)	Jurapa Willey, CA	569352		
PR 15 AN 10 AN 8 P AN 4 12 AN 5 P	Rec	H+D Construction El CAjor, CA	<i>≤0478</i> 8		

TOTAL	% SUBCONTR	ACTED
-------	------------	-------

Name of Bidder GEORGE WEIR ASPHALT CONST., INC.

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.		EMAIL ADDRESS (Point of Contact for this Project)		
GEORGE WEIR ASPHALT CONST., INC.	1000000543		JEICHARDOO	NEWFICASPHALT. COM	
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER		BRICKLAYERS	CARPENTERS	
CARPET/LINOLEUM	CEMENT MASONS		DRYWALL FINISHER	DRYWALL/LATHERS	
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS	IRON WORKERS	
LABORERS	MILLWRIGHTS	X	OPERATING ENG	PAINTERS	
PILE DRIVERS	PIPE TRADES		PLASTERS	ROOFERS	
SHEET METAL	SOUND/COMM		SURVEYORS	★ TEAMSTER	
TILE WORKERS					
•••••••		000	***************************************	***************************************	
BUSINESS NAME (SUB)	DIR REGISTRATION NO.		EMAIL ADDRESS		
			(Point of	f Contact for this Project)	
	7				
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:			-		
ASBESTOS	BOILERMAKER		BRICKLAYERS	CARPENTERS	
CARPET/LINOLEUM	CEMENT MASONS		DRYWALL FINISHER	DRYWALL/LATHERS	
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS	IRON WORKERS	
LABORERS	MILLWRIGHTS		OPERATING ENG	PAINTERS	
PILE DRIVERS	PIPE TRADES		PLASTERS	ROOFERS	
SHEET METAL	SOUND/COMM		SURVEYORS	TEAMSTER	
TILE WORKERS			•		
		***	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.		EMAIL ADDRESS		
			(Point of	f Contact for this Project)	
CLASSIFICATIONS TO BE USED FOR THIS PROJECT:					
ASBESTOS	BOILERMAKER		BRICKLAYERS	CARPENTERS	
CARPET/LINOLEUM	CEMENT MASONS		DRYWALL FINISHER	DRYWALL/LATHERS	
ELECTRICIANS	ELEVATOR MECHANIC		GLAZIERS	IRON WORKERS	
LABORERS	MILLWRIGHTS		OPERATING ENG	PAINTERS	
PILE DRIVERS	PIPE TRADES		PLASTERS	ROOFERS	
SHEET METAL	SOUND/COMM		SURVEYORS	TEAMSTER	
TILE WORKERS					

BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMA	EMAIL ADDRESS		
		(Point of Co	ontact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT					
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
	***************************************	<b>*************************************</b>	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	AIL ADDRESS		
		(Point of Co	(Point of Contact for this Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT	:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS	<b></b>				
	***************************************	•	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	AL ADDRESS		
		(Point of Co	ontact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT	:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	FINISHER GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS	<u> </u>		I		

	***************************************		······		
BUSINESS NAME (PRIME)	DIR REGISTRATION NO.	EMA	EMAIL ADDRESS  (Point of Contact for this Project)		
		(Point of Co			
CLASSIFICATIONS TO BE USED FOR THIS PROJEC					
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS					
	***************************************	·	***************************************		
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	AL ADDRESS		
		(Point of Co	ontact for <u>this</u> Project)		
CLASSIFICATIONS TO BE USED FOR THIS PROJECT	Γ:				
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS			<del></del>		
	<del></del>	······			
BUSINESS NAME (SUB)	DIR REGISTRATION NO.	EMA	AL ADDRESS		
		(Point of Co	ontact for <u>this</u> Project)		
		:			
CLASSIFICATIONS TO BE USED FOR THIS PROJECT	Γ:	··	· · · · · · · · · · · · · · · · · · ·		
ASBESTOS	BOILERMAKER	BRICKLAYERS	CARPENTERS		
CARPET/LINOLEUM	CEMENT MASONS	DRYWALL FINISHER	DRYWALL/LATHERS		
ELECTRICIANS	ELEVATOR MECHANIC	GLAZIERS	IRON WORKERS		
LABORERS	MILLWRIGHTS	OPERATING ENG	PAINTERS		
PILE DRIVERS	PIPE TRADES	PLASTERS	ROOFERS		
SHEET METAL	SOUND/COMM	SURVEYORS	TEAMSTER		
TILE WORKERS		Name of the latest and the latest an	<del></del>		

FOR: COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-2015; ORACLE PROJECT NO. 1019235						
Accompanying this proposal is BIOPER'S BOND						
in amount equal to at least ten percent of total of the bid.  (NOTICE: Insert the words "cash (\$)," "cashier's check," "certified check," or "bidder's bond," as the case may be.)						
The names of all persons interested in the foregoing proposal as principals are as follows:						
IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full						
GEORGE W. WEIR ASPHALT CONSTRUCTION, INC.						
GEORGE WEIR - PRESIDENT/TREASURER						
MARK WER- VICE PREGIDENT/SECRETARY						
Licensed in accordance with an act providing for the registration of Contractors,						
License No. 400177 Classification (s) A CLL Exp. Date 11 700 16						
Warning - If an addendum or addenda have been issued by the Department and not noted in the Proposal to the Board or page 2-2 as being received by the bidder, this Proposal may be rejected.						
By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federa Regulations, Part 29 Debarment and Suspension Certification are true and correct.						
I hereby certify, under penalty of perjury, that the foregoing proposal to the Board is true and correct.						
GEORGE W. WEIL AGPHALT CONSTRUCTION, INC.						
SIGN						
HERE (by						
HERE (by(SEAL)						
VICE PREGIDENT						
Title						
NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. I signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.						
Business address 600 METCALF STREET, ESCONDIDO, CA 92025						
Telephone (+60) +46-0232 Fax (+60) +46-0368						
E-Mail address MARKOWEIRAGPHALT. COM						
Dated MAY 13 , 2015 , at FOCONOIDO , California						
7/14 2-8 SIGNATURE PAGE/COUNTY						

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;
	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California  County of $San$ $Diego$ On $5/13/15$ before me, $Ma$	ory C. Forsythe, Notary Publ Here Insert Name and Title of the Officer
personally appeared ///qrk Werr	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
MARY C. FORSYTHE Commission # 2081588 Notary Public - California San Diego County My Comm. Expires Oct 3, 2018	WITNESS my hand and official seal.  Signature Megalical Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or is form to an unintended document.
	an Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
	□ Corporate Officer — Title(s):     □ Partner — □ Limited □ General
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:

### ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS IN LIEU OF MEETING OF GEORGE W. WEIR ASPHALT CONSTRUCTION, INC.

The undersigned, being the board of directors of George W. Weir Asphalt Construction, Inc., a California Corporation, by their signatures below hereby adopt the following resolutions on behalf of this corporation, in accordance with section 307(b) of the California Corporations code:

**RESOLVED**, that Mr. Mark S. Weir, vice president and secretary of the corporation, is hereby authorized to execute, signing alone, contract documents and bid submittals;

**RESOLVED FURTHER**, that this written consent shall be filed in the Minute Book of this corporation and become a part of the records of this corporation.

Dated: **August //, 2008** 

George W. Weir, Director

Mark S. Weir, Director

	BOND NO. n/a
Bii	DDER'S BOND
KNOW ALL MEN BY THESE PRESENTS:	
That we George Weir Asphalt	Construction, Inc.
as Principal, and Western Surety Compar	ny
as Surety, are held and firmly bound unto the County of the County, in the penal sum of TEN PERCENT (10% submitted by said Principal to the County for the work d	San Diego, a political subdivision of the State of California, hereinafter called by OF THE TOTAL AMOUNT OF THE BID of the Principal above named, escribed below, for the payment of which sum in lawful money of the United rheirs, executors, administrators and successors, jointly and severally, firmly
In no case shall the liability of the Surety here	under exceed the sum of ten percent of total amount bid
THE CONDIT	TION OF THIS OBLIGATION IS SUCH,
That whereas the Principal has submitted the specifically described as follows, for which bids are to be	above-mentioned bid to the County of San Diego for certain construction be opened on $\frac{May\ 14,\ 2015}{\text{DATE}}$ for
COUNTYWIDE ASPHALT CONCRETE O	OVERLAY FISCAL YEAR 2014-2015; ORACLE NO. 1019235
of the same, or, if no period be specified, within sixty (60 no period be specified, within ten (10) days after the prewith the County, in the prescribed form, in accordance	hall not withdraw said bid within the period specified therein after the opening that days after said opening, and shall within the period specified therefor, or, if scribed forms are presented to him for signature, enter into a written contract with the bid as accepted, and file the two bonds with the County, one to tee payment for labor and materials, as required by law, then this obligation in full force and virtue.
In the event suit is brought upon this bond by the Owner in such suit, including a reasonable attorn	e County and judgement is recovered, the Surety shall pay all costs incurred ney's fee to be fixed by the court.
	et our hands and seals on this4th day of
Western Surety Company	(SEAL) George Weir Asphalt Construction, Inc. (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)
Surety	Principal
ATTORNEY-IN-F	ACT ACKNOWLEDGEMENT OF SURETY
STATE OF	) 22
COUNTY OF	in the year 20 before me
appeared	
· ·	** SEE ATTACHED ACKNOWLEDGMENT **
NOTE: (a) Signature of those executing for Surety must be properly acknowledged. (b) The Attorney-in-fact must attach	Notary Public In and for the County of
a certified copy of Power of Attorney.	State of California

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	1			
County of San Diego	}			
On May 4, 2015 before me, Ins	Pam Davis , Notary Public, ert Name of Notary exactly as it appears on the official seal			
personally appeared Anne Wright	Name(s) of Signer(s)			
PAM DAVIS  Commission # 1991984  Notary Public - California	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
San Diego County My Comm. Expires Oct 20, 2016	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
	Witness my hand and official seal.			
Place Notary Seal Above	Signature of Notary Public Pam Davis			
C	PPTIONAL			
Though the information below is not required by land could prevent fraudulent removal a	law, it may prove valuable to persons relying on the document and reattachment of the form to another document.			
Description of Attached Document				
Title or Type of Document:				
Document Date:	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s)				
Signer's Name:  Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Other: Top of thumb here	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact ☐ RIGHT THUMBPRINT ☐ Trustee   OF SIGNER			
Signer is Representing:	Signer is Representing:			

### Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

### Anne Wright, Cyndi Beilman, Dana Michaelis, Individually

of La Mesa, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of September, 2014.



WESTERN SURETY COMPANY

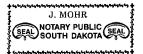
Paul T. Bruflat. Vice President

State of South Dakota County of Minnehaha } s

On this 19th day of September, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of May , 2015.



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary



JOHN M. PELLEGRINO DIRECTOR DEPARTMENT OF PURCHASING AND CONTRACTING 5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204 Phone (858) 505-6367 Fax (858) 715-6452 Allen R. Hunsberger
Assistant Director

May 6, 2015

### ADDENDUM No. 1

### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-1015; ORACLE PROJECT NO. 1019235 - (RFB 6862)

Addendum No. 1 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

### **CHANGES:**

1. Delete Page 2-3 in Part 2 and replace with Page 2-3 (Addendum 1).

### **ATTACHMENTS:**

1. Page 2-3 (Addendum 1)

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the Owner, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefor the following unit and lump sum prices, to wit:

### The County may deem non-responsive any bids that contain any mathematical errors.

#### BASE BID SCHEDULE

(SharpeSoft #1019235)

		ESTIMATED	UNIT OF	UNIT PRICE	TOTAL
ITEM	DESCRIPTION	QUANTITY	MEASURE	(IN FIGURES)	(IN FIGURES)
NO.					
1	Prepare and Implement Water	Ls	LS	LS	
	Pollution Control Program				
2	Construction Site Management	LS	LS	LS	
3	Plane Asphalt Concrete Pavement (Edge Grind)	7,835	SY		
4	Plane Asphalt Concrete Pavement (Header Cut)	2,072	SY		
5	Asphalt Concrete (Leveling)	4	TON		
6	Cold-In-Place Recycling	56,588	SY		
7	Emulsified Recycling Agent	258	TON		
8	Asphaltic Emulsion (Fog Seal Coat)	24	TON	-	
9	Sand Cover	57	TON		
10	Asphalt Concrete, Type A	164	TON		
11	Tire Rubber Modified Asphalt Concrete (MAC-15TR)	10,804	TON		
12	Replace Asphalt Concrete Surfacing	70	CA		
13	Place Asphalt Concrete Dike	435	LF		
14	Shoulder Backing	211	CY		
15	Minor Concrete (Curb Ramp)	2	CA		
16	Paint Traffic Stripe (2-Coat)	72,184	LF		
	1			1	

Name of Bidder	
7/14	2-3 (Addendum 1)



JOHN M. PELLEGRINO

DEPARTMENT OF PURCHASING AND CONTRACTING 5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204 Phone (858) 505-6367 Fax (858) 715-6452 ALLEN R. HUNSBERGER
Assistant Director

May 8, 2015

#### ADDENDUM NO. 2

### COUNTYWIDE ASPHALT CONCRETE OVERLAY FISCAL YEAR 2014-1015; ORACLE PROJECT NO. 1019235 - (RFB 6862)

Addendum No. 2 forms a part of the contract documents and changes the original documents only in the manner and to the extent stated.

### **CHANGES:**

- 1. Delete Page 2-3 to 2-3d in Part 2 and replace with Page 2-3 to 2-3d (Addendum 2).
- 2. Delete Page 4-5 in Part 4 and replace with Page 4-5 (Addendum 2).

### **ATTACHMENTS:**

- 1. Page 2-3 to 2-3d (Addendum 2)
- 2. Page 4-5 (Addendum 2)

If you have any questions, please contact Kristen Hill, Procurement Contracting Officer at (858) 505-6360, or by email at Kristen.Hill@sdcounty.ca.gov.

The Contractor shall take special care to avoid either damage or interruption of service during construction.

The Contractor shall ascertain the exact location of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with their service.

At least 48 hours before starting excavation, the Contractor shall verify the location of existing underground facilities by contacting Underground Service Alert (1-800-422-4133) and by individually contacting operators of gravity sewer systems and certain other utilities which are not members of Underground Service Alert.

In accordance with Section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the Contract Plans or Specifications, the Contractor shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall inform the Engineer in writing of any non county owned manholes, cleanouts, valve covers, survey monument frames, etc that are deemed to be "low" (1/2" below finished grade) after all work is complete. The Engineer shall notify the appropriate utility of these occurrences through the Utility Coordinator.

The Contractor is advised that Sweetwater Authority will perform maintenance work on the following Base Bid Roads:

Bell Bonnie Brae Road Annie Laurie Lane Mirar Court

The Contractor is advised that Otay Water District will perform maintenance work on the following Additive Alternate 4 Road:

Bonnie Lane

Paving operations shall not commence on these roads prior to the completion of the maintenance work described above. The Contractor is advised to take this into account when developing the project schedule.

Prior to scheduling the work, The Contractor shall coordinate with the County Utility Coordinator, Lawrence Hirsch ((858) 694-2215).

An appropriate time extension will be allowed and the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be at force account in accordance with the extra work provisions of the Contract.